



# Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688  
(708) 485-7344 • FAX (708) 485-4971  
[www.brookfieldil.gov](http://www.brookfieldil.gov)

VILLAGE PRESIDENT  
Kit P. Ketchmark

VILLAGE CLERK  
Catherine A. Colgrass-Edwards

BOARD OF TRUSTEES  
Ryan P. Evans  
Michael J. Garvey  
Nicole M. Gilhooley  
C.P. Hall, II  
Brian S. Oberhauser  
Michelle D. Ryan

VILLAGE MANAGER  
Keith R. Sbiral

MEMBER OF  
Illinois Municipal League  
Proviso Township  
Municipal League  
West Central  
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO  
ZOOLOGICAL SOCIETY

VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513

## BROOKFIELD VILLAGE BOARD MEETING AGENDA

Monday, March 23, 2015  
6:30 P.M.

Edward Barcal Hall  
8820 Brookfield Avenue  
Brookfield, IL 60513

- I. OPENING CEREMONIES: Pledge of Allegiance to the Flag
- II. Roll Call
- III. Appointments and Presentations
  - Lions Club Tree Donations
  - Presentation – Eagle Scout Certificate of Achievement – Calixto Daniel Arroyo
  - Presentation – Eagle Scout Certificate of Achievement – Andrew Joseph Korabik
  - Presentation from Brookfield Citizens Police Academy Alumni to Chief Stelter
- IV. PUBLIC COMMENT – LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT'S AGENDA
- V. OMNIBUS AGENDA
  - A. **Approval of Minutes:** Village Board Meeting Monday, March 9, 2015; Committee of the Whole Meeting, Monday, March 9, 2015.

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.

## **VI. REPORTS OF SPECIAL COMMITTEES**

<b>Trustee Hall</b>	Chamber of Commerce, Finance, Public Safety and DPW Approval of Warrant(s)
<b>Trustee Oberhauser</b>	Library, Conservation
<b>Trustee Gilhooley</b>	Recreation
<b>Trustee Ryan</b>	Special Events
<b>Trustee Evans</b>	Beautification, Administration
<b>Trustee Garvey</b>	Planning and Zoning Commission
<b>President Ketchmark</b>	Economic Development, Brookfield Zoo, WCMC, PZED
<b>Clerk Edwards</b>	Aging Well Liaison

## **VII. New Business**

- A. Ordinance 2015-24** – An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 8 Liquor Licenses
- B. Ordinance 2015-25** – An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class S3 Liquor Licenses
- C. Ordinance 2015-26** – An Ordinance Authorizing an Addendum to the Mutual Aid Box Alarm System Agreement by the Village of Brookfield, Illinois
- D. Resolution 2015-989** – A Resolution Awarding a Contract for Village Grounds Mowing for the Village of Brookfield, Illinois

## **VIII. Managers Report**

### **IX. Executive Session – Litigation, Land Acquisition/Sales, Personnel**

### **X. Adjournment**

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.

VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES  
AT A REGULAR VILLAGE BOARD MEETING

HELD ON MONDAY, MARCH 9, 2015  
IN THE BROOKFIELD MUNICIPAL BUILDING

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**MEMBERS PRESENT:** President Kit Ketchmark, Trustees Ryan Evans, Michael Garvey, Nicole Gilhooley, Brian Oberhauser, Michelle Ryan and C.P. Hall. Village Clerk Catherine Colgrass Edwards

**MEMBERS ABSENT:** None

**ALSO PRESENT:** Village Manager Keith Sbiral, Human Resources Director Michelle Robbins, Finance Director Doug Cooper, Police Department Chief Steve Stelter, Fire Department Chief Patrick Lenzi, Public Works Director Dan Kaup, Village Planner Heather Milway, Village Attorney Richard Ramello, and Deputy Village Clerk Theresa Coady.

On Monday March 9, 2015 President Ketchmark called the Village Board of Trustees meeting to order at 6:30 P.M. and led the Pledge of Allegiance to the Flag.

**APPOINTMENTS AND PRESENTATIONS - None**

Presentation – Eagle Scout Certificate of Achievement – Samuel Vassar Bell

**PUBLIC COMMENT - None**

**OMNIBUS AGENDA**

**Approval of Minutes:** Village Board Meeting Monday, February 23, 2015; Committee of the Whole Meeting, Monday, February 23, 2015.

Motion by Trustee Oberhauser, seconded by Trustee Garvey, to approve the Omnibus Agenda of the Regular Village Board meeting of March 9, 2015 as presented. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None

**REPORTS OF SPECIAL COMMITTEES**

**Finance, Public Safety, Public Works & Chamber of Commerce – Trustee Hall**

**Chamber of Commerce**

- ④ Chamber Business Luncheon scheduled for Thursday, March 12, 2015 at Sawa's Old Warsaw
- ④ Chamber Board meeting scheduled for Thursday, March 19, 2015 at the Brookfield Public Library.
- ④ Business After Hours meeting scheduled for March 26, 2015 at The Community Support Center, 9021 Ogden Avenue.

**Public Safety**

- ④ No report

**Public Works**

- ④ No Report

#### **Corporate Warrant dated March 9, 2015 - \$955,816.00 – Minus Check Number 16649**

Trustee Hall noted the March 9, 2015 Warrant contained Check Number 16649 on which there was a mathematical error and thus Board approval requested to withdraw it from March 9, 2015 Warrant and also large payments to the Water Commission, Blue Cross/Blue Shield, Hancock Engineering and SEASPAR.

Motion by Trustee Hall, seconded by Trustee Garvey, to approve the Corporate Warrant dated March 9, 2015, in the amount of \$955,816.00 which does not include Check No. 16649.. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

#### **Library & Conservation – Trustee Oberhauser**

- Conservation Commission meeting discussions included plans for upcoming Bird Walk and Outreach Program scheduled for Saturday, May 9, 2015 and annual work event to cut down invasive species at the Oak Savannah scheduled for March 27, 2015.

#### **Recreation – Trustee Gilhooley**

- Meeting scheduled for March 17, 2015.

#### **Special Events Commission – Trustee Ryan**

- Meeting held March 3, 2015
- 10<sup>th</sup> Annual Battle of the Bands scheduled for May 17, 2015, with a June 1<sup>st</sup> rain date, at Kiwanis Park.
- Post-parade picnic and 4<sup>th</sup> of July Parade planning
- Next meeting scheduled for Tuesday, April 7, 2015 at 7:00 P.M.

#### **Beautification and Administration – Trustee Evans**

- Meeting scheduled for March 10, 2015 to discuss Project NICE, dedication of the sculpture, and the annual Garden Contest.

#### **Planning & Zoning, WCMC – Trustee Garvey**

- Two items recently discussed by the Board to be voted upon during this meeting regarding parking on Ogden and change of the Commission's regular meeting day.
- Continued hearing regarding Riverside-Brookfield High School request for zoning variation scheduled for March 12, 2015.

#### **Economic Development, Zoo, PZED – President Ketchmark**

- Offer for the Position of Community Economic Director has been accepted, effective April 6, 2015.

#### **Aging Well Liaison – Village Clerk Edwards**

- No report.

#### **NEW BUSINESS**

##### **Resolution 2015-982 – A Resolution Approving Village Manager and the Finance Director/Village Treasurer as Authorized Signatories to Establish Accounts with the Hinsdale Bank and Trust (A Wintrust Bank) for the Village of Brookfield, Cook County, Illinois.**

Motion by Trustee Hall, seconded by Trustee Evans, to approve Resolution 2015-982 – A Resolution Approving Village Manager and the Finance Director/Village Treasurer as Authorized Signatories to Establish Accounts with the Hinsdale Bank and Trust (A Wintrust Bank) for the Village of Brookfield, Cook County, Illinois. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

**Resolution 2015-986 – A Resolution urging the Governor and General Assembly to Protect Full Funding of Local Government Distributive Fund Revenues**

**Note:** Recording scratchy & excessive background noise during comments made prior to vote on this item.

Motion by Trustee Ryan, seconded by Trustee Evans, to approve **Resolution 2015-986 – A Resolution urging the Governor and General Assembly to Protect Full Funding of Local Government Distributive Fund Revenues**. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

**Ordinance 2015-19 – An Ordinance Authorizing the Disposal of Surplus Personal Property of the Village of Brookfield**

Motion by Trustee Garvey, seconded by Trustee Evans, to approve **Ordinance 2015-19 – An Ordinance Authorizing the Disposal of Surplus Personal Property of the Village of Brookfield**. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

**Resolution 2015-987 – A Resolution Approving the 2015 Community Development Block Grant Application**

Motion by Trustee Garvey, seconded by Trustee Oberhauser, to approve **Resolution 2015-987 – A Resolution Approving the 2015 Community Development Block Grant Application**. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

**Ordinance 2015-20 – An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 8 Liquor Licenses**

Motion by Trustee Oberhauser, seconded by Trustee Ryan, to approve **Ordinance 2015-20 – An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 8 Liquor Licenses**. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

**Ordinance 2015-21 – An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class S3 Liquor Licenses**

Motion by Trustee Garvey, seconded by Trustee Oberhauser, to approve **Ordinance 2015-21 – An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class S3 Liquor Licenses**. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

**Ordinance 2015-22 – An Ordinance Cancelling and Rescheduling the Regularly Scheduled Meetings of the Planning and Zoning Commission of the Village of Brookfield, Illinois**

Motion by Trustee Evans, seconded by Trustee Gilhooley, to approve **Ordinance 2015-22 – An Ordinance Cancelling and Rescheduling the Regularly Scheduled Meetings of the Planning and Zoning Commission of the Village of Brookfield, Illinois**. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

**Ordinance 2015-23 - An Ordinance to Approve and Authorize a Zoning Variation of the Off-Street Parking Requirements for the Property Located at 9237 Ogden Avenue in the Village of Brookfield, Illinois**

Motion by Trustee Oberhauser, seconded by Trustee Evans, to approve **Ordinance 2015-23 - An Ordinance to Approve and Authorize a Zoning Variation of the Off-Street Parking Requirements for the Property Located at 9237 Ogden Avenue in the Village of Brookfield, Illinois**. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.



**Resolution 2015-988 – A Resolution Awarding a Contract and Authorizing the Issuance of Change Order Number One to the Contract for the 2015 Street Improvements Project for the Village of Brookfield, Illinois**

Motion by Trustee Oberhauser, seconded by Trustee Garvey, to approve Resolution 2015-988 – A Resolution Awarding a Contract and Authorizing the Issuance of Change Order Number One to the Contract for the 2015 Street Improvements Project for the Village of Brookfield, Illinois. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

**MANAGER'S REPORT**

- Village Hall remodel update regarding furniture delivery and Courtroom remodel
- Plan Commission meeting scheduled for Thursday, March 12, 2015 – second public hearing regarding Riverside-Brookfield High School request.

**EXECUTIVE SESSION - Labor Negotiations, Land Acquisition/Sales, Personnel**

Motion by Trustee Garvey, seconded by Trustee Hall, to temporarily recess the Regular Village Board meeting of March 9, 2015 in order to conduct an Executive Session at 7:04 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

**RECONVENE REGULAR VILLAGE BOARD MEETING**

Motion by Trustee Oberhauser, seconded by Trustee Evans, to reconvene the Regular Village Board meeting of March 9, 2015 at 7:37 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

**PUBLIC COMMENT**

**ADJOURNMENT**

Motion by Trustee Garvey, seconded by Trustee Hall, to adjourn the Regular Village Board meeting of March 9, 2015 at 7:37 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

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**Catherine Colgrass Edwards  
Village Clerk  
Village of Brookfield**

/lls

**JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES  
AT A COMMITTEE OF THE WHOLE MEETING  
HELD ON MONDAY MARCH 9, 2015  
IN THE BROOKFIELD MUNICIPAL BUILDING**

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**MEMBERS PRESENT:** President Kit Ketchmark, Trustees Ryan Evans, Michael Garvey, Nicole Gilhooley, Brian Oberhauser, Michelle Ryan and C.P. Hall. Village Clerk Catherine Edwards

**MEMBERS ABSENT:** None

**ALSO PRESENT:** Village Manager Keith Sbiral, Human Resources Director Michelle Robbins, Finance Director Doug Cooper, Police Department Chief Steve Stelter, Fire Department Chief Patrick Lenzi, Public Works Director Dan Kaup, Village Attorney Richard Ramello, Village Engineer Derek Treichel and Deputy Village Clerk Theresa Coady.

On Monday, March 9, 2015, President Kit Ketchmark called the Committee of the Whole meeting to order at 7:17 P.M.

**Discussion Items:**

**Class 8 and Class S3 Liquor License – Brookfield Professional Fire Fighters Local 4828 Fundraiser Picnic**

The Brookfield Professional Fire Fighters Local 4828 is planning a fundraising picnic at Kiwanis Park on Saturday, May 30, 2015 and is requesting permission to sell beer as well as food and raffle tickets which would require a Class 8 and S3 Liquor License and a raffle permit. Dave Andel, the coordinator for this event, was present to address questions from the Board.

Item to be on Agenda for approval vote at the Regular Village Board meeting scheduled for March 23, 2015.

**Illinois MABAS Contract Addendum**

At the present time Illinois MABAS needs all municipalities and districts within the State to create an ordinance which allows mutual aid-providing agencies to bill the stricken agency for overtime and equipment costs whenever an incident last longer than eight hours. The intent is not to begin the practice of charging for daily mutual aid assistance. Staff recommends the Board consider drafting a Village ordinance that complies with the intent of FEMA and Illinois MABAS regarding reimbursement costs of overtime, backfill and equipment for mutual aid providers during emergencies extending past eight hours.

Item to be on Agenda for approval vote at the Regular Village Board meeting scheduled for March 23, 2015.

**Text and Map Amendment to the Zoning Ordinance to Regulate Medical Cannabis Facilities.**

Staff recommends the Board direct staff to prepare the text and map amendment for Chapter 62 Zoning and properly legally notice a Public Hearing for Planning and Zoning Commission to hear the amendment at its April 2015 meeting.

**PUBLIC COMMENT**

**ADJOURN**

Motion by Trustee Gilhooley, seconded by Trustee Evans, to adjourn the Committee of the Whole meeting of March 9, 2015 at 8:11 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall Nays: None. Absent: None.

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**Catherin Colgrass Edwards**  
Village Clerk  
Village of Brookfield

/lls



## Corporate Warrant - 03/23/2015

From Payment Date: 3/10/2015 - To Payment Date: 3/23/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PFC - PUBLIC FUND CHECKING									
16670	03/10/2015	Open				Utility Management Refund	PNC MORTGAGE		
			Account Number : 302046A-002				Transaction Date 03/09/2015	Transaction Type REFUND ADJUSTMENT	
16671	03/11/2015	Open				Accounts Payable	Illinois Secretary of State		
	Invoice		Date 03/11/2015			Description Registration transfer from 96 Infniti to 14 Charger (unmarked)	Amount \$25.00		
16672	03/11/2015	Open				Accounts Payable	Village of Brookfield - petty cash		
	Invoice		Date 03/11/2015			Description Public Works petty cash	Amount \$183.23		
16673	03/11/2015	Open				Utility Management Refund	BENJAMIN IORDACHE		
	Account Type Residential		Account Number 201198-001			Description	Transaction Date 03/11/2015	Transaction Type REFUND ADJUSTMENT	
16674	03/12/2015	Open				Accounts Payable	Dulany, Alice		
	Invoice		Date 09/12/2014			Description Refund for cancelled picnic	Amount \$80.00		
16675	03/23/2015	Open				Accounts Payable	A & M Parts Inc.		
	Invoice		Date 03/13/2015			Description flat	Amount \$4.84		
			03/13/2015			intake manifold	\$191.20		
			03/13/2015			hal bulb	\$16.44		
			03/13/2015			battery, core deposit	\$206.58		
			03/13/2015			credit	(\$115.49)		
			03/18/2015			misc parts	\$724.44		
16676	03/23/2015	Open				Accounts Payable	Accurate Document Destruction		
	Invoice		Date 03/13/2015			Description shredding service	Amount \$169.50		
			03/13/2015			shredding service	\$78.51		
16677	03/23/2015	Open				Accounts Payable	Advanced Products		
	Invoice		Date 03/13/2015			Description ballistic rubber panels	Amount \$8,160.20		
16678	03/23/2015	Open				Accounts Payable	Aftermath		
	Invoice		Date 03/13/2015			Description biohazard cleanup - interview room, squad car	Amount \$145.00		
16679	03/23/2015	Open				Accounts Payable	Airgas USA, LLC		
	Invoice		Date 03/18/2015			Description medical oxygen	Amount \$147.30		
			03/18/2015			medical oxygen	\$147.30		
			03/18/2015			welding gases	\$190.53		
16680	03/23/2015	Open				Accounts Payable	Aramark Refreshment Services		
	Invoice		Date 03/18/2015			Description inoware chiller lease April-June 2015	Amount \$90.00		

## Corporate Warrant - 03/23/2015

From Payment Date: 3/10/2015 - To Payment Date: 3/23/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16681	03/23/2015	Open			Accounts Payable	AT&T	\$17,738.76		
Invoice									
	2015-00000179		03/18/2015	708-485-6045			Amount		
	2015-00000180		03/18/2015	708-485-6575			\$141.67		
	2015-00000181		03/18/2015	773-R07-1184			\$100.89		
	2015-00000182		03/18/2015	708-R07-0065			\$116.20		
	2015-00000183		03/18/2015	708-387-1350			\$10,900.35		
	2015-00000184		03/18/2015	708-387-2561			\$85.06		
	2015-00000185		03/18/2015	708-387-2650			\$251.71		
	2015-00000186		03/18/2015	708-387-2733			\$6,001.57		
	2015-00000187		03/18/2015	E911 051 565-2556 001			\$86.06		
							\$56.25		
16682	03/23/2015	Open			Accounts Payable	Atlas Companies	\$1,356.30		
Invoice									
	BB2371		03/13/2015	bearing, controller, cap, diesel			Amount		
	BB2605		03/18/2015	belt, idler assy			\$835.11		
							\$521.19		
16683	03/23/2015	Open			Accounts Payable	Avalon Petroleum Co.	\$14,542.99		
Invoice									
	559977		03/18/2015	rig 10% ethanol			Amount		
	015681		03/18/2015	ultra low sulfur - winter			\$7,767.94		
							\$6,775.05		
16684	03/23/2015	Open			Accounts Payable	Battery Service Corp	\$460.85		
Invoice									
	255027		03/13/2015	exide edge flat plate agm			Amount		
	255271		03/19/2015	exide edge flat plate agm			\$293.90		
							\$166.95		
16685	03/23/2015	Open			Accounts Payable	Brookfield True Value Hardware	\$88.09		
Invoice									
	88136		03/13/2015	shovels			Amount		
	88152		03/13/2015	car soap			\$43.17		
	88188		03/13/2015	nozzle			\$13.48		
	88193		03/13/2015	hose adapter			\$17.08		
	88176		03/18/2015	charcoal			\$1.79		
	88177		03/18/2015	pipe insulation			\$6.74		
	88170		03/18/2015	polishing cloths			\$3.59		
							\$2.24		
16686	03/23/2015	Open			Accounts Payable	Case Lots, Inc.	\$895.25		
Invoice									
	004092		03/13/2015	janitorial supplies			Amount		
	004202		03/18/2015	janitorial supplies			\$563.00		
							\$332.25		
16687	03/23/2015	Open			Accounts Payable	Class C Solutions Group	\$357.74		
Invoice									
	7292058001		03/13/2015	plow parts			Amount		
							\$357.74		
16688	03/23/2015	Open			Accounts Payable	Comcast	\$142.35		
Invoice									
	2015-00000188		03/18/2015	8771 20 167 0165665 - internet at FD			Amount		
							\$142.35		
16689	03/23/2015	Open			Accounts Payable	ComEd	\$668.56		
Invoice									
	2015-00000189		03/18/2015	0683030051 - svc @ 8662 Southview			Amount		
	2015-00000190		03/18/2015	2083099069 - svc @ 8501 Brookfield			\$32.73		
	2015-00000194		03/19/2015	6292126004			\$312.15		
							\$323.68		

## Corporate Warrant - 03/23/2015

From Payment Date: 3/10/2015 - To Payment Date: 3/23/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16690	03/23/2015	Open			Accounts Payable	Constellation NewEnergy, Inc.	\$15,021.41		
	Invoice		Date	Description			Amount		
	2015-00000195		03/19/2015	1-1D7Y-573 street lighting	Accounts Payable		\$15,021.41		
16691	03/23/2015	Open			Accounts Payable	Costar Realty Information, Inc.	\$935.28		
	Invoice		Date	Description			Amount		
	102731285		03/18/2015	property professional	Accounts Payable		\$935.28		
16692	03/23/2015	Open			Accounts Payable	De Lage Landen Public Finance	\$575.25		
	Invoice		Date	Description			Amount		
	44773506		03/13/2015	copiers	Accounts Payable		\$575.25		
16693	03/23/2015	Open			Accounts Payable	Detroit Salt Company	\$20,645.29		
	Invoice		Date	Description			Amount		
	49025		03/13/2015	deicing			\$6,266.86		
	49191		03/18/2015	deicing	Accounts Payable	Dynamex, Inc.	\$14,378.43		
16694	03/23/2015	Open			Accounts Payable		\$62.35		
	Invoice		Date	Description			Amount		
	1745828		03/13/2015	courier services	Accounts Payable		\$62.35		
16695	03/23/2015	Open			Accounts Payable	Fire Engineering	\$21.00		
	Invoice		Date	Description			Amount		
	65368014-2015		03/18/2015	subscription renewal	Accounts Payable		\$21.00		
16696	03/23/2015	Open			Accounts Payable	Firehouse Magazine	\$29.95		
	Invoice		Date	Description			Amount		
	112610-2015		03/18/2015	subscription renewal	Accounts Payable		\$29.95		
16697	03/23/2015	Open			Accounts Payable	FMP	\$756.48		
	Invoice		Date	Description			Amount		
	50-996025		03/13/2015	cetane booster, exhaust emission control			\$225.88		
	50-999812		03/13/2015	kit-brake lining, rotor asy-brake, regulator asy			\$281.30		
	55-343668		03/13/2015	air filter			\$36.04		
	50-1001328		03/13/2015	sway bar link kit			\$128.12		
	50-Y01678		03/13/2015	pro batt pp54 un279			\$85.14		
16698	03/23/2015	Open			Accounts Payable	Global Capacity	\$523.25		
	Invoice		Date	Description			Amount		
	49193941		03/18/2015	dsi service	Accounts Payable		\$523.25		
16699	03/23/2015	Open			Accounts Payable	GovHR USA	\$10,757.26		
	Invoice		Date	Description			Amount		
	2-1-15-016		03/18/2015	Fees for CED director recruitment			\$5,198.93		
	3-3-15-064		03/18/2015	Fees for CED director recruitment			\$5,558.33		
16700	03/23/2015	Open			Accounts Payable	Groot Industries, Inc.	\$208,655.28		
	Invoice		Date	Description			Amount		
	13085275		03/13/2015	residential garbage svc			\$94,875.50		
	13085276		03/13/2015	yard waste			\$22,525.28		
	13021355		03/13/2015	yard waste			\$22,525.28		
	12849768		03/13/2015	yard waste			\$22,525.28		
	12783760		03/13/2015	yard waste			\$21,851.97		
	12731655		03/13/2015	yard waste			\$21,851.97		
	13083581		03/18/2015	ewaste container			\$250.00		
	13084389		03/18/2015	garbage stickers			\$2,250.00		

## Corporate Warrant - 03/23/2015

From Payment Date: 3/10/2015 - To Payment Date: 3/23/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16701	03/23/2015 Invoice	Open			Accounts Payable	Grund & Riesterer Architects Inc. Amount	\$728.00		
16702	1417.00-7 03/23/2015 Invoice	Open		03/13/2015	Village Hall renovations Accounts Payable	H.C.I. Transportation Technologies Amount	\$33.66		
16703	80558 03/23/2015 Invoice	Open		03/19/2015	Description steel flat stock Accounts Payable	Hancock Engineering Amount	\$33.66		
16704	15-0113 03/23/2015 Invoice	Open		03/18/2015	Description RBHS Parking Lot review Accounts Payable	Illinois Municipal League Amount	\$1,281.00		
16705	0025616-IN 03/23/2015 Invoice	Open		03/13/2015	Description web employment ads Accounts Payable	J & L Electronic Service, Inc. Amount	\$315.00		
16706	88478G 03/23/2015 Invoice	Open		03/13/2015	Description police dispatch computer maintenance Accounts Payable	J & M Fence Amount	\$372.00		
16707	8402 03/23/2015 Invoice	Open		03/19/2015	Description fence repairs Accounts Payable	James J. Benes and Associates, Inc. Amount	\$1,073.71		
16708	1482.001 03/23/2015 Invoice	Open		03/18/2015	Description RBHS Parking Lot - traffic study Accounts Payable	JCM Uniforms Inc. Amount	\$339.87		
16709	703370 03/23/2015 Invoice	Open		03/18/2015	Description uniforms Accounts Payable	Koch, Chad Amount	\$896.00		
16710	150302 03/23/2015 Invoice	Open		03/13/2015	Description yoga/tai chi classes Accounts Payable	LA Fasteners Inc. Amount	\$5.93		
16711	1-61027 03/23/2015 Invoice	Open		03/13/2015	Description tension pin Accounts Payable	Lawson Products, Inc. Amount	\$414.71		
16712	9303100207 03/23/2015 Invoice	Open		03/13/2015	Description hardflex airseaw blades, cut-off wheel, heat shrink tubing Accounts Payable	Leslie Heating & Cooling Inc. Amount	\$2,808.00		
16713	S-18409 03/23/2015 Invoice	Open		03/19/2015	Description heat repairs Accounts Payable	LexisNexis Risk Data Management Amount	\$100.00		
16714	1465957-20150228 03/23/2015 Invoice	Open		03/13/2015	Description monthly subscription fee Accounts Payable	Marzec, Karen Amount	\$440.00		
	Fall 2014 03/13/2015				Description Bellafi Boot Camp for Women	Amount	\$440.00		

Village of Brookfield

# Corporate Warrant - 03/23/2015

From Payment Date: 3/10/2015 - To Payment Date: 3/23/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16715	03/23/2015	Open			Accounts Payable	Meranda-Hodgkins	\$26.82		
	Invoice						Amount		
	91358		03/18/2015	Description			\$25.82		
16716.	03/23/2015	Open		recip blade, all purpose screw, valve action pnt mkr yel	Accounts Payable	Midwest Office Interiors	\$30,505.49		
	Invoice						Amount		
	253377		03/18/2015	Description			\$30,505.49		
16717	03/23/2015	Open		office furniture	Accounts Payable	Midwest Orthopaedics at Rush	\$40.00		
	Invoice						Amount		
	6380		03/18/2015	Description			\$40.00		
16718	03/23/2015	Open		DOT 5 panel drug screen	Accounts Payable	Miner Electronics Corp	\$4,183.88		
	Invoice						Amount		
	256573		03/13/2015	Description			\$3,612.38		
	98350		03/13/2015	install equipment in 2008 ford explorer			\$571.50		
16719	03/23/2015	Open		maintenance/CR/SMR for April - June 2015	Accounts Payable	Monroe Truck Equipment	\$3,580.08		
	Invoice						Amount		
	308452		03/18/2015	Description			\$2,439.38		
	308420		03/18/2015	chain, pnt			\$1,140.70		
16720	03/23/2015	Open		cylinder, door jack widmt	Accounts Payable	Murphys Trans & Complete Auto	\$2,275.57		
	Invoice						Amount		
	13345		03/13/2015	Description			\$2,275.57		
16721	03/23/2015	Open		transmission assembly	Accounts Payable	NCPERS Group Life Ins.	\$184.00		
	Invoice						Amount		
	30900315		03/13/2015	Description			\$184.00		
16722	03/23/2015	Open		March 2015 premium	Accounts Payable	NICOR	\$659.51		
	Invoice						Amount		
	2015-00000196		03/19/2015	Description			\$238.68		
	2015-00000197		03/19/2015	3840 Maple			\$99.59		
	2015-00000198		03/19/2015	4301 Elm			\$321.24		
16723	03/23/2015	Open		4523 Eberly	Accounts Payable	P & G Keene Electrical Rebuilders	\$468.00		
	Invoice						Amount		
	192248		03/13/2015	Description			\$468.00		
16724	03/23/2015	Open		alt big case, alt bottom	Accounts Payable	Passport Parking, LLC	\$203.00		
	Invoice						Amount		
	1851		03/18/2015	Description			\$203.00		
16725	03/23/2015	Open		february 2015 mobile pay	Accounts Payable	Pinner Electric, Inc.	\$274.69		
	Invoice						Amount		
	25412		03/13/2015	Description			\$274.69		
16726	03/23/2015	Open		street lighting	Accounts Payable	Portable John, Inc.	\$178.97		
	Invoice						Amount		
	A-198903		03/18/2015	Description			\$178.97		
16727	03/23/2015	Open		svc @ Ehler Park	Accounts Payable	Priority Print	\$617.90		
	Invoice						Amount		
	20150381		03/18/2015	Description			\$574.40		
	20150347		03/18/2015	envelopes, business cards			\$43.50		

## Corporate Warrant - 03/23/2015

From Payment Date: 3/10/2015 - To Payment Date: 3/23/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16728	03/23/2015 Invoice	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$150.00		
	1512451-IN		Date	Description			Amount		
16729	03/23/2015	Open	03/13/2015	navy dress coat	Accounts Payable	Richmar Industries	\$171.37		
	Invoice		Date	Description			Amount		
16730	03/23/2015	Open	03/13/2015	digest aid-12, steel kote	Accounts Payable	Rush Truck Center - Chicago	\$98.24		
	320515		Date	Description			Amount		
	96769426		Date	Description			Amount		
16731	03/23/2015	Open	03/13/2015	Kt holdr	Accounts Payable	Schaeffer Mfg Co.	\$1,007.60		
	Invoice		Date	Description			Amount		
	VN1409-INV1		03/13/2015	supreme 7000 synthetic plus 5W-30	Accounts Payable	SEIU National Industry Pension Fund	\$9,340.71		
16732	03/23/2015	Open			Accounts Payable				
	Invoice		Date	Description			Amount		
	031315		03/13/2015	Withdrawal liability Feb-April 2015	Accounts Payable	SimplexGrinnell	\$326.66		
16733	03/23/2015	Open			Accounts Payable				
	Invoice		Date	Description			Amount		
	77633281		03/18/2015	time clock maint	Accounts Payable	Special T Unlimited	\$142.00		
16734	03/23/2015	Open			Accounts Payable				
	Invoice		Date	Description			Amount		
	14296		03/18/2015	navy jackets, safety green t-shirts	Accounts Payable	Staples Advantage	\$230.39		
16735	03/23/2015	Open			Accounts Payable				
	Invoice		Date	Description			Amount		
	3257952031		03/13/2015	office supplies			\$68.29		
	3257952033		03/18/2015	office supplies			\$144.61		
	3257952034		03/18/2015	tape			\$17.49		
16736	03/23/2015	Open			Accounts Payable				
	Invoice		Date	Description			Amount		
	120594		03/13/2015	coliform presence-absence for IEPA	Accounts Payable	Suburban Laboratories, Inc.	\$115.00		
16737	03/23/2015	Open			Accounts Payable				
	Invoice		Date	Description			Amount		
	20591		03/13/2015	fuel prep, conditioner			\$1,100.00		
	20551		03/13/2015	purge valve			\$85.69		
16738	03/23/2015	Open			Accounts Payable				
	Invoice		Date	Description			Amount		
	8162		03/13/2015	blankets	Accounts Payable	Swan Cleaners	\$20.00		
16739	03/23/2015	Open			Accounts Payable				
	Invoice		Date	Description			Amount		
	TASE24012		03/13/2015	Taser instructor new certification V19		Taser International, Inc.	\$780.00		
	TASE23974		03/13/2015	Taser instructor new certification V19			\$390.00		
16740	03/23/2015	Open			Accounts Payable				
	Invoice		Date	Description			Amount		
	17897		03/13/2015	Feb/March 2015 Utility Bills	Accounts Payable	Third Millennium Associates, Inc	\$610.50		



## Corporate Warrant - 03/23/2015

From Payment Date: 3/10/2015 - To Payment Date: 3/23/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16741	03/23/2015	Open			Accounts Payable	Turtle Wax Car Wash A/R	\$189.00		
	Invoice		Date	Description			Amount		
	11268		03/18/2015	car wash			\$189.00		
16742	03/23/2015	Open			Accounts Payable	Unifirst Corporation	\$346.58		
	Invoice		Date	Description			Amount		
	0811016484		03/13/2015	laundry service			\$173.29		
	0811018040		03/18/2015	laundry service			\$173.29		
16743	03/23/2015	Open			Accounts Payable	Verizon Wireless	\$2,175.59		
	Invoice		Date	Description			Amount		
	9741156384		03/18/2015	trustee ipads			\$143.36		
	9741321154		03/18/2015	cell phones			\$2,032.23		
16744	03/23/2015	Open			Accounts Payable	Vernick, Kevin	\$2,500.00		
	Invoice		Date	Description			Amount		
	031715		03/18/2015	reimbursement for site remediation services at 9528-9540 Ogden			\$2,500.00		
16745	03/23/2015	Open			Accounts Payable	Visa	\$1,501.37		
	Invoice		Date	Description			Amount		
	2015-00000175		03/13/2015	fire dept #0938			\$1,501.37		
16746	03/23/2015	Open			Accounts Payable	Wentworth Tire Service	\$392.12		
	Invoice		Date	Description			Amount		
	439565		03/13/2015	tires			\$392.12		
16747	03/23/2015	Open			Accounts Payable	Westfield Ford	\$171.85		
	Invoice		Date	Description			Amount		
	605670		03/13/2015	switch - window control			\$59.85		
	605613		03/13/2015	hose - heater water			\$112.00		
16748	03/23/2015	Open			Accounts Payable	Wholesale Direct Inc.	\$1,066.16		
	Invoice		Date	Description			Amount		
	000212769		03/18/2015	mod 35 led c/m ambr			\$88.23		
	000213254		03/18/2015	dually-spot			\$412.42		
	000213298		03/19/2015	v-plow steel cting edge, bolt kit, endcap, wire/cable stripper			\$565.51		
16749	03/23/2015	Open			Accounts Payable	Wildlife Management Supplies	\$220.97		
	Invoice		Date	Description			Amount		
	62451		03/13/2015	tomahawk catch pole, gloves acce beast			\$220.97		
16750	03/23/2015	Open			Accounts Payable	Windy City Lock & Safe Service	\$260.50		
	Invoice		Date	Description			Amount		
	10204		03/19/2015	decode/rekey deadbolt			\$108.00		
	10175		03/19/2015	locks, key duplicates			\$152.50		
16751	03/23/2015	Open			Accounts Payable	Burdett, James	\$2,526.11		
	Invoice		Date	Description			Amount		
	030915		03/13/2015	Tuition Reimbursement			\$2,526.11		
16752	03/23/2015	Open			Accounts Payable	Schreiber, Terry	\$105.19		
	Invoice		Date	Description			Amount		
	031215		03/18/2015	Equipment allowance			\$105.19		

## Corporate Warrant - 03/23/2015

From Payment Date: 3/10/2015 - To Payment Date: 3/23/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16753	03/23/2015	Open			Accounts Payable	Stelter, Steven	\$74.12		
	Invoice						Amount		
	03/11/15				supplies for range work		\$74.12		
16754	03/23/2015	Open			Accounts Payable	West Suburban Chiefs of Police	\$120.00		
	Invoice						Amount		
	03/06/15				Annual secretary day/monthly meeting		\$120.00		
16755	03/23/2015	Open			Accounts Payable	DUFFEK, MARK, S	\$1,299.00		
	Invoice						Amount		
	03/04/15				New refrigerator - FD portion		\$1,299.00		
16756	03/23/2015	Open			Accounts Payable	Cooper, Douglas	\$69.00		
	Invoice						Amount		
	03/17/15				Reimbursement for Grain's Chicago Business		\$69.00		
16757	03/23/2015	Open			Accounts Payable	Troop Contracting, Inc.	\$117,266.03		
	Invoice						Amount		
	Pmt2				Brookfield Village Hall renovation		\$117,266.03		
16758	03/23/2015	Open			Accounts Payable	MOORE, V	\$2,175.00		
	Invoice						Amount		
	03/03/15				Flood mitigation reimbursement		\$2,175.00		
16759	03/23/2015	Open			Accounts Payable	RUSSETT, K, M	\$4,000.00		
	Invoice						Amount		
	03/17/15				Flood mitigation reimbursement		\$4,000.00		
16760	03/23/2015	Open			Accounts Payable	RYAN, D	\$4,000.00		
	Invoice						Amount		
	03/13/15				Flood mitigation reimbursement		\$4,000.00		
16761	03/23/2015	Open			Accounts Payable	SCHUMPP, CHRISTOPHER	\$5,000.00		
	Invoice						Amount		
	03/13/15				Flood mitigation reimbursement		\$5,000.00		
16762	03/23/2015	Open			Accounts Payable	Venamore, Andrew	\$50.00		
	Invoice						Amount		
	03/09/15				refund for overpayment of permit		\$50.00		
16763	03/23/2015	Open			Accounts Payable	Garcia, Stephanie	\$94.00		
	Invoice						Amount		
	RT1918				refund for Spanish for Children		\$94.00		
Type Check Totals:							\$517,128.82		
EFT									
279	03/13/2015	Open			Accounts Payable	Village of Brookfield	\$300,340.20		
	Invoice						Amount		
	2015-00000176				salaries		\$300,340.20		
280	03/13/2015	Open			Accounts Payable	Village of Brookfield	\$10,873.74		
	Invoice						Amount		
	2015-00000177				FICA/Medicare		\$10,873.74		
281	03/13/2015	Open			Accounts Payable	Village of Brookfield	\$495.78		
	Invoice						Amount		
	2015-00000178				SUI		\$495.78		

# Corporate Warrant - 03/23/2015

From Payment Date: 3/10/2015 - To Payment Date: 3/23/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
282	03/13/2015	Open			Accounts Payable	Village of Brookfield	\$10,760.00		
Invoice							\$10,760.00		
03/12/15									
Date									
03/13/2015									
Description									
Special Assessment fees for Brookfield Bowl							\$10,760.00		
4 Transactions									
							\$322,469.72		

Type EFT Totals:  
PFC - PUBLIC FUND CHECKING Totals

Grand Totals:

Checks		Status	Count	Transaction Amount	Reconciled Amount
Open			94	\$517,128.82	\$0.00
Reconciled			0	\$0.00	\$0.00
Voided			0	\$0.00	\$0.00
Stopped			0	\$0.00	\$0.00
Total			94	\$517,128.82	\$0.00
EFTs		Status	Count	Transaction Amount	Reconciled Amount
Open			98	\$839,598.54	\$0.00
Reconciled			0	\$0.00	\$0.00
Voided			0	\$0.00	\$0.00
Stopped			0	\$0.00	\$0.00
Total			98	\$839,598.54	\$0.00
Checks		Status	Count	Transaction Amount	Reconciled Amount
Open			94	\$517,128.82	\$0.00
Reconciled			0	\$0.00	\$0.00
Voided			0	\$0.00	\$0.00
Stopped			0	\$0.00	\$0.00
Total			94	\$517,128.82	\$0.00
EFTs		Status	Count	Transaction Amount	Reconciled Amount
Open			4	\$322,469.72	\$0.00
Reconciled			0	\$0.00	\$0.00
Voided			0	\$0.00	\$0.00
Total			4	\$322,469.72	\$0.00
All		Status	Count	Transaction Amount	Reconciled Amount
Open			98	\$839,598.54	\$0.00
Reconciled			0	\$0.00	\$0.00
Voided			0	\$0.00	\$0.00
Stopped			0	\$0.00	\$0.00
Total			98	\$839,598.54	\$0.00
Checks		Status	Count	Transaction Amount	Reconciled Amount
Open			94	\$517,128.82	\$0.00
Reconciled			0	\$0.00	\$0.00
Voided			0	\$0.00	\$0.00
Stopped			0	\$0.00	\$0.00
Total			94	\$517,128.82	\$0.00
EFTs		Status	Count	Transaction Amount	Reconciled Amount
Open			4	\$322,469.72	\$0.00
Reconciled			0	\$0.00	\$0.00
Voided			0	\$0.00	\$0.00
Total			4	\$322,469.72	\$0.00
All		Status	Count	Transaction Amount	Reconciled Amount
Open			98	\$839,598.54	\$0.00
Reconciled			0	\$0.00	\$0.00
Voided			0	\$0.00	\$0.00
Stopped			0	\$0.00	\$0.00
Total			98	\$839,598.54	\$0.00

**ORDINANCE NO. 2015 - 24**

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD  
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF  
CLASS 8 LIQUOR LICENSES**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 23<sup>RD</sup> DAY OF MARCH 2015**

Published in pamphlet form by  
authority of the Corporate  
Authorities of Brookfield, Illinois,  
the 23<sup>rd</sup> day of March 2015

**ORDINANCE NO. 2015 - 24**

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD  
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF  
CLASS 8 LIQUOR LICENSES**

**WHEREAS**, the Village of Brookfield is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the Village;

**WHEREAS**, Section 06-98 of the Village of Brookfield Code of Ordinances, as amended, provides for the issuance of a Class 8 liquor license, which is temporary in nature, for the retail sale of alcoholic liquor to be consumed on the premises in conjunction with events of short duration such as festivals, picnics and banquets by certain not-for-profit organizations or other public function the Liquor Commissioner deems appropriate;

**WHEREAS**, Section 06-84, as amended by Ordinance No. 2015-20 of the Village of Brookfield Code of Ordinances provides that the number of Class 8 liquor licenses shall not exceed three (3);

**WHEREAS**, the available Class 8 liquor licenses have been issued to other applicants;

**WHEREAS**, there is an application submitted by the Brookfield Professional Fire Fighters Union Local 4828 for its fundraising picnic to be held on Saturday, May 30, 2015, from 10:00 a.m. to 6:00 p.m. at Kiwanis Park, Brookfield, Illinois, currently pending for the issuance of a Class 8 liquor license; and

**WHEREAS**, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to create an additional Class 8 liquor

license to accommodate the currently pending license application;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Brookfield as follows:

**Section 1. Recitals.**

The facts and statements contained in the preambles to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

**Section 2. Creation of an Additional Class 8 License.**

Section 06-84 entitled "Limitation on the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read in its entirety as follows:

The maximum number of licenses that may be issued for each class shall be as follows:

- (1) The total number of Class 1 licenses shall not exceed three (3).
- (2) The total number of Class 2 licenses shall not exceed ten (10).
- (3) The total number of Class 2A licenses shall not exceed zero (0).
- (4) The total number of Class 2B licenses shall not exceed one (1).
- (5) The total number of Class 2C licenses shall not exceed one (1).
- (6) The total number of Class 3 licenses shall not exceed seven (7).
- (7) The total number of Class 4 licenses shall not exceed three (3).
- (8) The total number of Class 5 licenses shall not exceed three (3).
- (9) The total number of Class 6 licenses shall not exceed three (3).
- (10) The total number of Class 7 licenses shall not exceed one (1).
- (11) The total number of Class 7A licenses shall not exceed (1).
- (12) The total number of Class 8 licenses shall not exceed four (4).



- (13) The total number of Class 9 licenses shall not exceed zero (0).
- (14) The total number of Class 10 licenses shall not exceed one (1).
- (15) The total number of Class 11 licenses shall not exceed one (1).
- (16) The total number of Class 12 licenses shall not exceed one (1).
- (17) The total number of Class S licenses shall not exceed eight (8)
- (18) The total number of Class S1 licenses shall not exceed zero (0).
- (19) The total number of Class S2 licenses shall not exceed zero (0).
- (20) The total number of Class S3 licenses shall not exceed three (3).

**Section 3. Effective Date.**

This ordinance shall take effect upon its passage, approval and publication in pamphlet form.

**ADOPTED** this 23<sup>rd</sup> day of March 2015, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 23<sup>rd</sup> day of March 2015.

\_\_\_\_\_  
Kit P. Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office  
and published in pamphlet form  
this 23<sup>rd</sup> day of March 2015.

\_\_\_\_\_  
Catherine Colgrass-Edwards, Clerk of the  
Village of Brookfield, Cook County, Illinois

**ORDINANCE NO. 2015 - 25**

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD  
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF  
CLASS S3 LIQUOR LICENSES**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 23<sup>RD</sup> DAY OF MARCH 2015**

Published in pamphlet form by  
authority of the Corporate  
Authorities of Brookfield, Illinois,  
the 23<sup>rd</sup> day of March 2015

ORDINANCE NO. 2015 - 25

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD  
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF  
CLASS S3 LIQUOR LICENSES**

**WHEREAS**, the Village of Brookfield is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the Village;

**WHEREAS**, Section 06-98 of the Village of Brookfield Code of Ordinances, as amended, provides for the issuance of a Class S3 liquor license, which is a license subsidiary to a Class 8 liquor license only, for the retail sale of alcoholic liquor on public property including, without limitation, a park, playground, public right-of-way or building belonging to or under the control of the Village of Brookfield;

**WHEREAS**, Section 06-84, as amended by Ordinance No. 2015-21, of the Village of Brookfield Code of Ordinances provides that the number of Class S3 liquor licenses shall not exceed three (3);

**WHEREAS**, there is an application submitted by the Brookfield Professional Fire Fighters Union Local 4828 for its fundraising picnic to be held on Saturday, May 30, 2015, from 10:00 a.m. to 6:00 p.m. at Kiwanis Park, Brookfield, Illinois, currently pending for the issuance of a Class 8 liquor license; and

**WHEREAS**, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to create a Class S3 liquor license to accommodate the currently pending license application;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Brookfield as follows:

**Section 1. Recitals.**

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**Section 2. Creation of a Class S1 License.**

Section 06-84 entitled "Limitation on the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read in its entirety as follows:

The maximum number of licenses that may be issued for each class shall be as follows:

- (1) The total number of Class 1 licenses shall not exceed three (3).
- (2) The total number of Class 2 licenses shall not exceed ten (10).
- (3) The total number of Class 2A licenses shall not exceed zero (0).
- (4) The total number of Class 2B licenses shall not exceed one (1).
- (5) The total number of Class 2C licenses shall not exceed one (1).
- (6) The total number of Class 3 licenses shall not exceed seven (7).
- (7) The total number of Class 4 licenses shall not exceed three (3).
- (8) The total number of Class 5 licenses shall not exceed three (3).
- (9) The total number of Class 6 licenses shall not exceed three (3).
- (10) The total number of Class 7 licenses shall not exceed one (1).
- (11) The total number of Class 7A licenses shall not exceed (1).
- (12) The total number of Class 8 licenses shall not exceed four (4).
- (13) The total number of Class 9 licenses shall not exceed zero (0).
- (14) The total number of Class 10 licenses shall not exceed one (1).
- (15) The total number of Class 11 licenses shall not exceed one (1).

- (16) The total number of Class 12 licenses shall not exceed one (1).
- (17) The total number of Class S licenses shall not exceed eight (8)
- (18) The total number of Class S1 licenses shall not exceed zero (0).
- (19) The total number of Class S2 licenses shall not exceed zero (0).
- (20) The total number of Class S3 licenses shall not exceed four (4).

**Section 3. Effective Date.**

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

**ADOPTED** this 23<sup>rd</sup> day of March 2015.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 23<sup>rd</sup> day of March 2015.

\_\_\_\_\_  
Kit P. Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office  
and published in pamphlet form  
this 23<sup>rd</sup> day of March 2015.

\_\_\_\_\_  
Catherine Colgrass-Edwards, Clerk of the  
Village of Brookfield, Cook County, Illinois

ORDINANCE NO. 2015 - 26

**AN ORDINANCE AUTHORIZING AN ADDENDUM  
TO THE MUTUAL AID BOX ALARM SYSTEM AGREEMENT BY THE  
VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 23<sup>RD</sup> DAY OF MARCH 2015

Published in pamphlet form by  
Authority of the Corporate  
Authorities of the Village of  
Brookfield, Illinois, this  
23<sup>rd</sup> day of March 2015



ORDINANCE NO. 2015 - 26

**AN ORDINANCE AUTHORIZING AN ADDENDUM  
TO THE MUTUAL AID BOX ALARM SYSTEM AGREEMENT BY THE  
VILLAGE OF BROOKFIELD, ILLINOIS**

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

**WHEREAS**, the "Intergovernmental Cooperation Act," 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

**WHEREAS**, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

**WHEREAS**, the parties hereto are units of local government as defined by the Constitution of the State of Illinois, 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act; and

**WHEREAS**, the president and the board of trustees of the Village of Brookfield, Illinois (the "Village") have determined that it is in the best interests of the Village and its residents to enter into an Addendum to the Mutual Aid Box Alarm System Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, rescue,

emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Trustees of the Village of Brookfield as follows:

**Section 1:** The facts and statements contained in the preamble to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

**Section 2:** The Village President and the Village Clerk shall be and are hereby authorized and directed to execute an Addendum to the Mutual Aid Box Alarm System Agreement, a copy of said Addendum being attached hereto and being made a part hereof.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Section 3:** This Ordinance shall be in full force and effect upon its passage,  
approval and publication as provided by law.

ADOPTED this 23<sup>rd</sup> day of March 2015, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

APPROVED by me this 23<sup>rd</sup> day of March 2015.

\_\_\_\_\_  
Kit P. Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,  
and published in pamphlet form  
this 23<sup>rd</sup> day of March 2015.

\_\_\_\_\_  
Catherine Colgrass-Edwards, Clerk of the  
Village of Brookfield, Cook County, Illinois

STATE OF ILLINOIS       )  
                                      )  
COUNTY OF COOK       )       ss.

**VILLAGE CLERK'S CERTIFICATE**

I, Catherine Colgrass-Edwards, the duly qualified and acting Village Clerk of the Village of Brookfield, Cook County, Illinois, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

**AN ORDINANCE AUTHORIZING AN ADDENDUM TO MUTUAL AID BOX ALARM SYSTEM AGREEMENT BY THE VILLAGE OF BROOKFIELD, ILLINOIS**

which ordinance was duly adopted by said board of trustees at a meeting held on the 23rd day of March 2015.

I do further certify that a quorum of said board of trustees was present at said meeting, and that the board of trustees complied with all the requirements of the Illinois Open Meetings Act and its own policies, rules or regulations concerning the holdings of meetings and the taking of action during meetings.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 23rd day of March 2015.

\_\_\_\_\_  
Catherine Colgrass-Edwards, Clerk of the  
Village of Brookfield, Cook County, Illinois

## **MUTUAL AID BOX ALARM SYSTEM FIRST ADDENDUM TO MABAS MASTER AGREEMENT**

The First Addendum to the Mutual Aid Box Alarm System ("MABAS") Master Agreement in the State of Illinois, last amended prior to 2000, is meant to incorporate in its entirety the terms included within the Master Agreement except as specifically changed herein. In the event there is a conflict between the terms and conditions of the Master Agreement and this Addendum, this Addendum shall be controlling.

As the cost of lending mutual aid support has increased in recent times, communities have determined it necessary to agree in advance on cost reimbursement issues prior to the occurrence of an actual emergency. Mutual aid agreement such as the MABAS Master Agreement have served as the foundation for navigating cost issues and engaging in these agreements prior to the emergency to avoid post-emergency concerns on cost reimbursement.

SECTION FIVE – Compensation for Aid is amended to read as follows:

Equipment, personnel, and/or services provided to this Agreement shall be at no charge to the party requesting aid for the first eight (8) consecutive hours of aid provided to the Stricken Unit; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Day-to-day mutual aid should remain free of charge, and the administrative requirements of reimbursement make it unfeasible to charge for day-to-day mutual aid. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute.

Any Aiding Unit is empowered to and may charge a Stricken Unit for reimbursement for costs of equipment, personnel, and/or services provided under this Agreement for terms of more than eight (8) consecutive hours under the following terms and conditions:

1. The amount of charges assessed by an Aiding Unit to a Stricken Unit may not exceed the amount necessary to make the Aiding Unit whole and should only include costs that are non-routine in nature.
2. The Aiding Unit must assess no more the "usual and customary" charges for personnel costs pursuant to a collective bargaining agreement, benefit ordinance or compensation policy.
3. The fee structure for apparatus and equipment shall be based on FEMA or OSFM rate schedules. If a particular piece of apparatus or equipment is not listed within the FEMA/OSFM rate schedules, a market rate for reimbursement shall be established.

4. In no event shall the amount assessed by an Aiding Unit to a Stricken Unit exceed the amount of fees permitted to be assessed under Illinois law.

5. Aiding Units must invoice the Stricken Unit within thirty (30) days after the completion of the emergency; once thirty (30) days pass, the aid shall be considered to be a donation of service.

6. Mutual Aid and assessing costs for mutual aid cannot in any way be conditioned upon any declaration of a federal disaster.

Member Units are encouraged to consider the adoption of internal policies establishing procedures for cost reimbursement on MABAS mobilizations pursuant to established MABAS procedures for collection and submission of funds.

The Signatory below certifies that this First Addendum to the MABAS Master Agreement have been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

APPROVED by me this 23<sup>rd</sup> day of March 2015.

Village of Brookfield, Cook County, Illinois

\_\_\_\_\_  
Kit P. Ketchmark, President

Attest:

\_\_\_\_\_  
Catherine Colgrass-Edwards, Clerk

Date: March 23, 2015

MABAS DIVISION: \_\_\_\_\_





# Village of Brookfield

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Department of Public Works

**DATE:** March 23, 2015

**TO:** President Ketchmark and the Board of Trustees

**Cc:** Keith Sbiral, Village Manager

**FROM:** Dan Kaup, Director of Public Works

A handwritten signature in black ink, appearing to be "DK", is written over the "FROM:" line.

**Re:** 2015 Mowing Contract

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On Friday, March 13, staff conducted a bid opening for the 2015 public grounds mowing contract. The sole respondent and apparent low bid was H and L Landscape, the company with whom the Village has a current mowing agreement. H and L has served as Brookfield's landscape contractor for the past six years, and staff has been generally pleased with their performance to date. Therefore, staff recommends that the Board of Trustees approve the attached agreement for a one year term of service, with two additional years available for renewal.

RESOLUTION NO. R – 2015 - 989

**A RESOLUTION AWARDING A CONTRACT FOR VILLAGE GROUNDS MOWING  
FOR THE VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 23<sup>RD</sup> DAY OF MARCH 2015

RESOLUTION NO. R - 2015 – 989

**A RESOLUTION AWARDING A CONTRACT FOR VILLAGE GROUNDS MOWING  
FOR THE VILLAGE OF BROOKFIELD, ILLINOIS**

**WHEREAS**, the Village of Brookfield (the "Village") publicly advertised for sealed bids for the mowing of the Village grounds (the "Work");

**WHEREAS**, bids for the Work were received, publicly opened, examined and declared at 3:00 p.m. on Wednesday, March 13, 2015; and

**WHEREAS**, of the bids received and opened, the apparent lowest responsible bidder for the Work is Hispano Lawn Maintenance & Landscaping Co., doing business as HL Landscape of Joliet, Illinois;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

**Section 1: Incorporation of Preamble.** The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

**Section 2: Lowest Responsible Bidder.** The corporate authorities do hereby find Hispano Lawn Maintenance & Landscaping Co., doing business as HL Landscape of Joliet, Illinois, to be the lowest responsible bidder for the Work.

**Section 3: Contract Award.** Hispano Lawn Maintenance & Landscaping Co., doing business as HL Landscape, is hereby awarded the contract for the Work, at the prices set forth in its bid subject to the furnishing of the proper bonds and insurance.

**Section 4: Authorization to Execute Notice of Award.** The Village President is hereby authorized to execute and the Village Clerk to attest and seal a

Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof. The Notice of Award shall be issued to Hispano Lawn Maintenance & Landscaping Co., doing business as HL Landscape, the lowest responsible bidder, for the Work. The Notice of Award shall be accompanied by a sufficient number of contracts with all other written contract documents attached for execution by Hispano Lawn Maintenance & Landscaping Co., doing business as HL Landscape.

**Section 5: Authorization to Execute Contract.** Provided that Hispano Lawn Maintenance & Landscaping Co., doing business as HL Landscape, returns to the Village within ten (10) days of the receipt of the Notice of Award the contract with all other written contract documents attached, properly executed by it, along with the proper contract bonds, then the Village President is authorized to execute and the Village Clerk to attest the contract and other written contract documents.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Section 6:**    **Effective Date.** This resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 23<sup>rd</sup> day of March 2015, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

APPROVED by me this 23<sup>rd</sup> day of March 2015.

\_\_\_\_\_  
Kit P. Ketchmark, Village President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,  
and published in pamphlet form  
this 23<sup>rd</sup> day of March 2015.

\_\_\_\_\_  
Catherine Colgrass-Edwards, Clerk of the  
Village of Brookfield, Cook County, Illinois

Exhibit "A"

**VILLAGE OF BROOKFIELD, ILLINOIS**  
**NOTICE OF AWARD**

TO: Hispano Lawn Maintenance & Landscaping Co., doing business as HL Landscape  
412 South Raynor Avenue  
Joliet, Illinois 60436

WORK DESCRIPTION: Village of Brookfield, Illinois – Village Grounds Mowing - 2015

THE VILLAGE OF BROOKFIELD has considered the Proposal submitted by you for the above-described work in response to its Notice of Bidders.

YOU ARE HEREBY NOTIFIED that your proposal has been accepted in the amount of Sixty Thousand Six Hundred Five and 00/100 Dollars (\$60,605.00) payable on a unit price basis for the units of work listed in the Proposal properly performed and accepted by the Village, further subject to the furnishing of the proper insurance.

You are required to execute the Contract and furnish the required insurance within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract and to furnish said insurance within ten (10) days from the issuance of this Notice of Award, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Brookfield.

Dated this 23<sup>rd</sup> day of March 2015.

VILLAGE OF BROOKFIELD, ILLINOIS

By: \_\_\_\_\_  
Kit P. Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,  
this 23<sup>rd</sup> day of March 2015.

\_\_\_\_\_  
Catherine Colgrass-Edwards, Clerk of the  
Village of Brookfield, Cook County, Illinois

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_,  
this \_\_\_\_ day of March 2015.

**Hispano Lawn Maintenance & Landscaping Co. doing  
business as HL Landscape**

By: \_\_\_\_\_

\_\_\_\_\_  
Miguel Gonzalez, President

**VILLAGE OF BROOKFIELD**

**COOK COUNTY, ILLINOIS**

**VILLAGE GROUNDS MOWING CONTRACT - 2015**

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**DEPARTMENT OF PUBLIC WORKS AND SERVICES  
VILLAGE OF BROOKFIELD  
4545 EBERLY AVENUE  
BROOKFIELD, ILLINOIS 60513  
708.485.7344**

**VILLAGE OF BROOKFIELD**  
**VILLAGE GROUNDS MOWING CONTRACT - 2015**

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# VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS

## VILLAGE GROUNDS MOWING CONTRACT

This Contract made this 23<sup>rd</sup> day of March 2015 between the Village of Brookfield, Illinois, an Illinois municipal corporation, (the "Village"), and Hispano Lawn Maintenance & Landscaping Co., doing business as HL Landscape, (the "Contractor"), for village grounds mowing services for the Village of Brookfield, Illinois.

In consideration of the mutual terms and covenants set forth in this Contract and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Contractor agree as follows:

### ARTICLE 1. DEFINITIONS

Wherever in the Contract the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

**1.1 Contract.** The written agreement between the Village and the Contractor (including the Special Provisions) setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work, the furnishing of labor and materials required to complete the Work in an acceptable manner, including authorized extensions thereof and the basis of payment.

**1.2 Contractor.** The individual, firm, partnership, joint venture, or corporation contracting with the Village for performance of prescribed Work.

**1.3 Director of Public Works and Services.** The Village of Brookfield Director of Public Works and Services, acting as the authorized representative of the Village of Brookfield Village Manager.

**1.4 Equipment.** All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the Work.

**1.5 Extra Work.** An item of Work not provided for in the Contract as awarded but found essential and germane to the satisfactory completion of the Contract within its intended scope as determined by the Village Manager.

**1.6 Materials.** Any substances specified for use in the performing the Work.

**1.7 Village.** The Village of Brookfield, Illinois.

**1.8 Village Manager.** The Village of Brookfield, Illinois, Village Manager.

**1.9 Work.** Work shall mean the furnishing of all labor, materials, tools, equipment, and other incidentals necessary or convenient to the successful performance of the obligations undertaken by the Contractor under the terms of the Contract.

### ARTICLE 2. THE WORK

**2.1 Intent of the Contract.** The intent of the Contract is to prescribe a complete outline of Work which the Contractor undertakes to do in full compliance with the terms of the Contract. The Contractor shall perform all Work and such additional, extra, and incidental Work as may be necessary to complete the Work. The Contractor

shall furnish all required materials, equipment, tools, labor, and incidentals, unless otherwise provided in the Contract.

**2.2 The Work.** For and in consideration of the payments to be made by the Village to the Contractor, the Contractor shall perform the Work set forth in this Contract in compliance with all of the terms and the requirements of this Contract (including the General Conditions and the Special Provisions) and with any Change Orders executed by the Village and the Contractor after execution of this Contract.

### **VILLAGE-OWNED GROUNDS UNDER ROUTINE MOWING**

#### **TWO MAJOR PARKS**

1. Kiwanis Park: Brookfield Avenue to Parkview Avenue, Arden west to Salt Creek. (Not including fenced-in baseball diamonds) From Parkview to Washington, Oak Savannah outside perimeter only, which is a 20-foot easement, to be cut.
2. J. C. Ehlert Park: Elm Avenue to Sunnyside, Gerritsen to Shields. (Again, not including fenced-in ball diamonds and also not including Fire Station Properties and 4430 Sunnyside residential property). Vernon West & East Fields: Sunnyside to Prairie, Congress Park to Shields, excluding residential properties on 4300 blocks of Sunnyside & Prairie.

#### **MEDIANS**

3. Congress Park Medians: Eberly Avenue to Raymond
4. Lincoln Medians: Kemman to Madison
5. Monroe Medians: Park to Prairie
6. Hollywood Section Islands: North and south of Burlington tracks

#### **SMALL TOT LOTS:**

7. Candy Cane Park: Between 28th and 29th, west of Park Ave. to residential lots at west end of tennis courts.
8. Harrison Tot Lot: Between 3243 and 3227 Harrison.
9. Madlin Tot Lot: Between 3500 Madison and 3500 Raymond south ends of block and north to alley.
10. Creekside Tot Lot: 3800 Grove: North end of 3800 Grove to Creek, from tracks to 3815 Grove.
11. Maple North Tot Lot: 3800 block of Maple, west side of street from Southview to 3816 Maple, not including tree nursery area.
12. Maple South Tot Lot: 3900 Maple, east side of street from alley to 3921 Maple.
13. Madison Tot Lot: 4000 block of Madison, south end west side of street, from Ogden alley to 4015 Madison.

### **\* \* \* \* SCOPE OF ROUTINE WORK \* \* \* \***

(Weekly) (Starting April 16th)  
(Bimonthly) (Starting July 23<sup>rd</sup>)

1. Mow grass (mulch clippings);
2. Pick up any paper or debris;
3. Sweep and clean all sidewalks of mowing debris;
4. Remove any excess clumps of grass and or clippings;
5. During leaf-drop season, leaves are to be picked up and removed;
6. Around all trees, poles, benches or any areas that grow excessive grass that cannot be cut with a mower, the area will need to be weed-whacked or grasses removed around these obstacles. No chemical can be used around live materials or planted items such as trees, shrubs, flowers, etc.

### **\* \* \* \* HOURLY RATE \* \* \* \***

Various special grounds services requested by Village Manager's Office.

\* \* \* \* **MOWING** \* \* \* \*

**MOWING VILLAGE PROPERTIES**

<b><u>Item No.</u></b>	<b><u>Description</u></b>
1.	Kiwanis Park
2.	J. C. Ehlert Park
3.	Vernon West/East
4.	Congress Park. Medians
5.	Lincoln Medians
6.	Monroe Medians
7.	Candy Cane
8.	Harrison Tot Lot
9.	Madlin Park
10.	Creekside Tot Lot
11.	Maple North Tot Lot
12.	Maple South Tot Lot
13.	Madison Tot Lot
14.	Veterans Triangle
15.	Dept. of Public Works (includes behind salt shed)
16.	Veterans Memorial Circle and kidney areas
17.	Easement behind 3400 block Prairie Washington to Monroe
18.	4600 Sunnyside easement
19.	31 <sup>st</sup> and Grand Blvd (South East Corner)
20.	3800 Arden (South Kiwanis Parkway Area)
21.	31 <sup>st</sup> Bridge on Forest (North East Parkway Area)
22.	Woodside and First Avenue (Alley Area Parkway)
23.	Eleven (11) islands in the Hollywood neighborhoods

24. Burlington Northern right-of-way properties, from DuBois Avenue to the west of the Hollywood train stop. Areas mowed are north and south of the railroad tracks. **Contractor shall provide proof of completion of Burlington Northern contractor orientation course.**

**2.3 Alterations, Cancellations, Extensions, Deductions and Extra Work.** The Village reserves the right to make, in writing, at any time during the Work, changes or alterations in the Work and the performance of Extra Work to satisfactorily complete the Work. The Work may be increased, decreased or omitted. Such changes, alterations and Extra Work shall not invalidate the Contract. The Contractor shall perform the Work as altered. If the alterations or changes significantly change the character of the Work under the Contract, an adjustment, excluding loss of anticipated profits, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the Work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Village Manager may determine to be fair and equitable.

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the Village Manager before Work is started. Such authorizations shall set up the items of Work involved and the method of payment for each item. Under no circumstances shall the Contractor undertake Extra Work without notification to the Village Manager and receipt of written authorization as provided herein. Claims for Extra Work which have not been authorized in writing by the Village Manager will be rejected.

### **ARTICLE 3. CONTRACT TERM AND RENEWAL**

**3.1** This Contract is effective when it is executed by both the Village and the Contractor and continues in effect for one (1) year from the effective date. The term of this Contract may, at the option of the Village, be renewed for two (2) additional one-year periods provided that the Village appropriates an amount in subsequent years sufficient to pay the amounts due under this Contract.

### **ARTICLE 4. CONTRACT REQUIREMENTS**

**4.1 Familiarity with Contract Requirements.** Prior to execution of the Contract, the Contractor:

**4.1.1** Shall carefully examine the provisions of the Contract, inspect in detail the site of the proposed Work, investigate and become familiar with all the local conditions affecting the Contract and become fully acquainted with the detailed requirements of the Work;

**4.1.2** Conclusively assures and warrants to the Village that the Contractor has made these examinations and that the Contractor understands all requirements for the performance of the Work;

**4.1.3** Shall be responsible for all errors or additional costs resulting from the Contractor's failure or neglect to make these examinations or gain an understanding of the Contract requirements; and

**4.1.4** Shall be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the Contractor to make these examinations or gain an understanding of the Contract requirements.

**4.2 Certifications.** The executed Contract shall be accompanied by a Contractor's Certification in the form provided by the Village. The Contractor shall certify the following:

**4.2.1 Illinois Taxes.** The Contractor shall certify that, if it is a partnership, it is not and its general partners are not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

**4.2.2 Bid Rigging.** The Contractor shall certify that, if it is a partnership, it has not and its general partners have not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with

a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

**4.2.3 Drug-free Workplace.** The Contractor shall certify that it will provide a drug-free workplace by:

**4.2.3.1** Publishing a statement:

**4.2.3.1.1** Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace;

**4.2.3.1.2** Specifying the actions that will be taken against employees for violations of such prohibition;

**4.2.3.1.3** Notifying the employee that, as a condition of employment on such contract, the employee will:

**4.2.3.1.3.1** Abide by the terms of the statement; and

**4.2.3.1.3.2** Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

**4.2.3.2** Establishing a drug-free awareness program to inform employees about:

**4.2.3.2.1** The dangers of drug abuse in the workplace;

**4.2.3.2.2** The Contractor's policy of maintaining a drug-free workplace;

**4.2.3.2.3** Any available drug counseling, rehabilitation, and employee assistance program; and

**4.2.3.2.4** The penalties that may be imposed upon employees for drug violations;

**4.2.3.3** Making it a requirement to give a copy of the statement required by subparagraph 4.2.3.1 to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;

**4.2.3.4** Notifying the Village within ten (10) days after receiving notice under subparagraph 4.2.3.1.3.2 from an employee or otherwise receiving actual notice of such conviction;

**4.2.3.5** Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

**4.2.3.6** Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;

**4.2.3.7** Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**4.2.4 Educational Loan.** The Contractor shall certify that, if it is an individual, it is not; if it is a partnership, its general partners are not; and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

**4.2.5 Human Rights Number.** The Contractor shall certify that at the time the Contractor submitted a bid on this Contract, the Contractor had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

**4.2.6 Prohibited Interest in Contract.** The Contractor shall certify that:

**4.2.6.1** No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor, or

**4.2.6.2** If the Contractor=s stock is traded on a nationally recognized securities market, no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor; but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest.

**4.2.7 Gift Ban.**

**4.2.7.1** The Contractor shall certify that no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Chapter 2, Article VII of the Code of Brookfield Illinois; and

**4.2.7.2** The Contractor shall certify that the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2, Article VII of the Code of Brookfield Illinois.

**4.2.8 Patriot Act.** The Contractor shall certify that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

## **ARTICLE 5. CONTROL OF WORK**

**5.1 Authority of Village Manager.** All Work of the Contract shall be completed to the satisfaction of the Village Manager. The decision of the Village Manager shall be final on all questions which may arise, including, but not limited to, the quality and acceptability of materials and Work; the manner of performance; acceptable rates of progress on the Work; the interpretation of the Contract and specifications; the fulfillment of the Contract; the measurement of quantities and payment under the Contract; and the determination of the existence of changed or differing site conditions.

The Village Manager will notify the Contractor in writing if the Work is to be suspended wholly or in part due to the failure of the Contractor to carry out provisions of the Contract or failure to carry out orders of the Village Manager. The Work may also be suspended at the Contractor's risk for such periods as the Village Manager may deem

necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the Work or for any other condition or reason deemed to be in the public interest.

The Contract does not require the Village to provide the Contractor with direction or advice on how to do the Work. If the Village approves or recommends any method or manner for doing the Work, the approval or recommendation shall not guarantee that following the method or manner will result in compliance with the Contract, relieve the Contractor of the risks and obligations of the Contract, or create liability for the Village.

In case of failure on the part of the Contractor to execute Work ordered by the Village Manager, the Village Manager may, at the expiration of a period of 48 hours after giving notice in writing to the Contractor, proceed to execute such Work as may be deemed necessary; and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the Contract.

Authority to authorize Work or approve changes which do not increase the amount payable to the Contractor or which increase the amount payable to the Contractor by not more than \$20,000.00 may be exercised by a written change order of the Village Manager. Authority to increase the amount payable to the Contractor in all other instances may only be exercised by written change order signed by the Mayor and authorized by a due and proper vote of the Village Council.

**5.2 Conformity with Contract.** All Work performed and all materials furnished shall be in conformity with the Contract. All Work or material which does not conform to the requirements of the Contract will be considered unacceptable. Unacceptable Work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or other cause; and unacceptable material shall be remedied and corrected in an acceptable manner by and at the expense of the Contractor.

The Village reserves the right to accept Work produced by the Contractor if the Village Manager finds the noncompliant materials or the nonconforming Work are in close conformity with the Contract. In this event, the Village Manager shall document the basis of acceptance by Contract modification which may provide for an appropriate adjustment in the Contract price for such Work or materials as the Village Manager deems necessary to conform to the determination. The determination of the Village will be based on the best judgment of the Village Manager and shall be final and binding. Work done contrary to instructions given by the Village Manager or any Extra Work done without written approval given by the Village Manager will be considered unacceptable and will not be paid for under the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

The statement elsewhere in the Contract of remedies for the use of unacceptable materials or for unacceptable Work shall not be exclusive of the remedies provided in this Article unless expressly provided therein.

Upon failure of the Contractor to comply with any order of the Village Manager made under the provisions of this Article, the Village Manager will have authority to cause the unacceptable Work to be corrected and to deduct the cost from any monies due or to become due the Contractor.

**5.3 Cooperation by Contractor.** The Contractor shall give the Work constant attention necessary to facilitate the progress thereof and shall cooperate with the Village Manager, appointed inspectors and other contractors in every way possible.

**5.4 Authority and Duties of the Director of Public Works and Services.** The Director of Public Works and Services is authorized to inspect all Work done and materials furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication or manufacture of the materials to be used. The Director of Public Works and Services is not authorized to alter or waive the provisions of the Contract. The Director of Public Services is not authorized to issue instructions contrary to the terms of the Contract or to act as foreman for the Contractor. The Director of Public Works and Services has the authority to reject defective Work or material and to suspend any Work being improperly performed.

**5.5 Inspection of Work.** All materials and each part or detail of the Work shall be subject at all times to inspection by the Village Manager and the Director of Public Works and Services. The Village Manager and the

Superintendent of Public Works and Water shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

## **ARTICLE 6. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

**6.1 Laws to be Observed.** The Contractor shall at all times observe and comply with all federal and state laws, local laws, ordinances, and regulations which in any manner affect the conduct of the Work; and all such orders or enactments as exist at the present and which may be enacted later of legislative bodies or tribunals having legal jurisdiction or which may have effect over the Work; and no plea of misunderstanding or ignorance thereof will be considered. The Contractor shall indemnify and save harmless the Village and all of its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of such law, ordinance, regulation, order or enactment, whether by the Contractor or anyone subject to the control of the Contractor.

**6.2 Sexual Harassment Policy.** The Contractor shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

**6.3 Eligibility for Employment in the United States.** The Contractor shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Contractor to verify that persons employed by the Contractor are eligible to work in the United States.

**6.4 Civil Rights.** The Contractor shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

**6.5 Foreign Corporation.** The Contractor shall be an Illinois corporation or limited liability company or if the Contractor is a foreign (non-Illinois) corporation or limited liability company, the Contractor shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

**6.6 Confidentiality of Information.** Any documents, data, records, or other information relating to the project and all information secured by the Contractor from the Village in connection with the performance of services, unless in the public domain, shall be kept confidential by the Contractor and shall not be made available to third parties without written consent of the Village, unless so required by court order.

**6.7 Worker's Compensation Insurance.** Prior to the approval of its Contract by the Village, the Contractor shall furnish to the Village certificates of insurance covering Worker's Compensation, or satisfactory evidence that this liability is otherwise taken care of according to Section 4 (a) of the "Worker's Compensation Act of the State of Illinois" as amended.

Such insurance, or other means of protection as herein provided, shall be kept in force until all Work to be performed under the terms of the Contract has been completed and accepted according to the General Conditions and Special Provisions; and it is hereby understood and agreed the maintenance of such insurance or other protection, until acceptance of the Work by the Village, is a part of the Contract. Failure to maintain such insurance, cancellation by the Industrial Commission of its approval of such other means of protection as might have been elected, or any other act which results in lack of protection under the said "Worker's Compensation Act" may be considered as a breach of the Contract.

**6.8 Equal Employment Opportunity.** During the performance of this Contract, the Contractor shall:

**6.8.1** Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

**6.8.2** If it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and



it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

**6.8.3** In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

**6.8.4** Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the Village and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

**6.8.5** Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Village, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

**6.8.6** Permit access to all relevant books, records, accounts and Work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

**6.8.7** Include verbatim or by reference provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed so that such provisions of this Contract will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractor; and further it will promptly notify the Village and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the Contractor's non-compliance with the provisions of this Article 6.8, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rule and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the Village, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

**6.9 Non-Segregated Facilities.** The Contractor shall not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this subparagraph, the term "segregated facilities" means any waiting rooms, Work areas, restrooms and washrooms, cafeterias and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Contractor shall (except where he has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed Subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that it will retain such certifications in its files.

**6.10 Permits and Licenses.** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

**6.11 Patented Devices, Material, and Processes.** If any design, device, material, or process covered by letters, patent, or copyright is used by the Contractor, whether required or not, the Contractor shall provide for such use by

suitable legal agreement with the patentee or owner, guaranteeing the Village indemnity from and against all claims for infringement, and shall include the cost of such agreement in the price bid for the Work. It shall be the duty of the Contractor, if so demanded by the Village, to furnish said Village with a copy of the legal agreement with the patentee or owner, and if such copy is not furnished when demanded, then the Village may, if it so elects, withhold any and all payments to said Contractor until said legal agreement is furnished. If a suitable legal agreement with the patentee or owner is not made as required herein, the Contractor shall indemnify and save harmless the Village from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright in connection with the Work agreed to be performed under the Contract, and shall indemnify the Village for any cost, expense, and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after the completion of the Work.

**6.12 Public Convenience and Safety.** The Contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. The Contractor shall at all times conduct the Work in such a manner as to ensure the least inconvenience to the public. The convenience of the general public shall be provided for in an adequate and satisfactory manner. No Work shall be performed during any legal holiday period, except with the written permission of the Village Manager. The legal holidays will include:

New Year's Day  
Easter  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**6.13 Protection and Restoration of Property.** If private property interferes with the Work, the Contractor shall notify, in writing, the owners of such property, advising them of the nature of the interference and shall arrange to cooperate with them for the protection, alteration, restoration or disposition of such property. The Contractor shall furnish the Village Manager with copies of such notifications and with copies of any agreements between the Contractor and the property owners concerning such protection alteration, restoration or disposition. The Contractor shall take all necessary precautions for the protection of private property.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or omission in its manner or method of execution or non-execution of the Work, or caused by defective Work or the use of unsatisfactory materials, and such responsibility shall not be released until the Work shall have been completed and accepted and the requirements of the Contract complied with.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or the Contractor shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village Manager may, after the expiration of a period of 48 hours after giving the Contractor notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, the Contractor under this or any other contract between the Village and the Contractor.

The cost of all materials required and all labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as included in the bid prices of the Contract, and no additional compensation will be allowed.

**6.14 Indemnification.** To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the Contractor arising or in consequence of the performance of the Work by the Contractor. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Village, its officials, agents and employees, due to the negligent or willful act or omission of the Contractor

arising in or in consequence of the performance of this Work by the Contractor. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith; and, if any judgment shall be rendered against the Village, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Village, its officials, agents and employees for their own negligent acts or omissions.

In the event any such claim, lawsuit, or action is asserted, any such money due the Contractor under and by virtue of the Contract as shall be deemed necessary by the Village for the payment thereof, may be retained by the Village for said purpose until any such lawsuit, action or claim has been settled or has been fully judicially determined and satisfied.

No inspection by the Village, its employees or agents shall be deemed a waiver by the Village of full compliance with the requirements of the Contract. This indemnification shall not be limited by the required minimum insurance coverages provided in the Contract.

**6.15 Insurance.** The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the Village and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The Village will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this Article. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the Contract. Whether stated in this Article or elsewhere, the Village does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

**6.15.1 Worker's Compensation and Employer's Liability.**

**6.15.1.1** Worker's compensation shall be provided according to the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this Article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.

**6.15.1.2 Employer's Liability.**

<b>6.15.1.2.1</b>	Each Accident \$1,000,000
<b>6.15.1.2.2</b>	Disease-policy limit \$1,000,000
<b>6.15.1.2.3</b>	Disease-each employee \$1,000,000

**6.15.2 Commercial General Liability.** Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor; operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.

<b>6.15.2.1</b>	General Aggregate Limit \$2,000,000
<b>6.15.2.2</b>	Products-Completed Operations Aggregate Limit \$2,000,000
<b>6.15.2.3</b>	Each Occurrence Limit \$1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form, the Village, its officers, and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the Work and operations performed.

**6.15.3 Commercial Automobile Liability.** The policy shall cover owned, non-owned, and hired vehicles.

Bodily Injury & Property Damage Liability - Each Occurrence Limit \$1,000,000

**6.15.4** Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

**6.15.5** Any policy shall provide excess limits over and above the other insurance limits stated in this Article. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

**6.15.6** All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the Work and at all times thereafter when the Contractor may be correcting, removing, or replacing defective Work until notification of the date of final inspection.

**6.15.7** Termination or refusal to renew shall not be made without 30 days' prior written notice to the Village by the insurer, and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

**6.15.8** All costs for insurance as specified herein will be considered as included in the cost of the Contract. The Contractor shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from its obligation to indemnify in excess of the coverage according to the Contract.

**6.16 Minimum Scope of Insurance.** Coverage shall be at least as broad as:

**6.16.1** Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A) Pre-2004 version, CG 2026 (Exhibit B) Pre-2004 version.

**6.16.2** Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

**6.16.3** Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

**6.16.4** Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or migrating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

**6.17 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

**6.18 Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:

**6.18.1 General Liability and Automobile Liability Coverages.**

**6.18.1.1** The Village, its officials, agents, employees and volunteers are to be covered as additional insureds as respects liability arising out of the Contractor's Work, including activities

performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

**6.18.1.2** The Contractor's insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

**6.18.1.3** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.

**6.18.1.4** The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**6.18.1.5** If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, agents, employees and volunteers as additional insureds.

**6.18.1.6** All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

**6.18.2 Worker's Compensation and Employer's Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees and volunteers for losses arising from Work performed by Contractor.

**6.19 Verification of Coverage.** The Contractor shall, prior to the Village's executing the Contract, furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any Work commences. The attached Additional Insured Endorsement (Exhibit E) shall be provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit E), such as ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B). The Village reserves the right to demand full certified copies of the insurance policies and endorsements. If demanded, the Contractor shall promptly furnish the Village with certified copies of the insurance policies and endorsements demanded. In no event shall any failure of the Village to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

**6.20 Subcontractors.** The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**6.21 Assumption of Liability.** The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any Work performed pursuant to this Contract.

**6.22 Contractor Safety Responsibility.** Nothing in this Contract is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of workplace safety. Any inspection of the Work conducted by the Village, and the officers and employees of the Village, whether notice of the results thereof is provided to anyone or not provided to anyone, shall

neither establish any duty on their parts nor create any expectation of a duty to anyone, including, but not limited to, third parties regarding workplace safety. In order to insure this and other duties of the Contractor certain indemnification and insurance is required by the Contract. Additionally, the Contractor guarantees to the Village a safe workplace shall be provided for all employees of the Contractor and each of its subcontractors. There shall be no violation by the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable of the applicable standards of the Occupational Safety and Health Act, any other workplace safety act of Illinois, or other workplace safety requirement. The Contractor shall require this workplace safety guarantee of all subcontractors and shall expressly require the Village to be a third party beneficiary of each guarantee.

**6.23 Contractor's Responsibility for Work.** All Work of the Contract, including Work added to the Contract, shall be under the charge and care of the Contractor.

**6.24 Personal Liability of Public Officials.** In carrying out any of the provisions of this Contract or in exercising any power or authority granted to the Village Manager thereby, there shall be no personal liability upon the Village Manager or authorized representative, it being understood in such matters that they act as agents and representatives of the Village. By entering into this Contract with the Village, the Contractor covenants that it shall neither commence nor prosecute any action or suit whatsoever against the officers or employees of the Village for any action or omission done or not done in the course of their administration of this Contract. The Contractor shall pay all attorneys' fees and all costs incurred by the Village, its officers, and employees on account of action or suit in violation of this Article.

**6.25 No Waiver of Legal Rights.** The Village shall not be precluded or stopped by final acceptance or final payment, or any payment made either before or after the completion and acceptance of the Work and payment therefor, from showing the true amount and character of the Work performed and materials furnished by the Contractor; or from showing any such payment is incorrectly made; or the Work or materials do not in fact conform to the Contract. The Village shall not be precluded or estopped, by final acceptance, final payment, or any payment in accordance therewith, from recovering from the Contractor such overpayment and damage as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract. A waiver on the part of the Village of any right under the Contract or of a breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach or right to enforce any provision of the Contract.

## **ARTICLE 7. PROSECUTION AND PROGRESS**

**7.1 Subletting of Contract.** The Contractor acknowledges that the Village is induced to enter into this Contract by, among other things, the qualifications of the Contractor. The Contract shall be deemed to be exclusive between Village and Contractor. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of its right, title, or interest therein, without written consent of the Village Manager. The Village may refuse to accept any substitute Contractor for any reason.

**7.2 Prosecution of the Work.** Time is of the essence in this Contract and in the performance of the Contractor's work. The Contractor shall begin the Work to be performed under the Contract expeditiously when directed by the Director of Public Works and Services. The Work shall be prosecuted in such a manner and with such a supply of materials, equipment and labor as is considered necessary to ensure its completion according to the time specified in the Contract. The Contractor shall notify the Village Manager at least 24 hours in advance of either discontinuing or resuming operations.

**7.3 Overtime Work.** Except in connection with the safety or protection of persons or property, all Work shall be performed during regular working hours. The Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Director of Public Works and Services' written consent given after prior written notice.

**7.4 Labor, Methods, and Equipment.** The Contractor shall at all times employ and provide sufficient labor, tools, equipment and other incidental items for prosecuting of the Work to full completion in the manner and time required by the Contract. All workers shall have sufficient skills and experience to perform properly the Work assigned to them. Workers engaged in special Work or skilled Work shall have sufficient experience in such Work

and in the operation of the equipment required to perform all Work properly and satisfactorily. Any person employed by the Contractor or by any subcontractor who, in the opinion of the Village Manager, does not perform Work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Village Manager, be removed at once by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the Work without the approval of the Village Manager. Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Village Manager may suspend the Work by written notice until such orders are complied with.

All equipment which is proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of Work. Equipment used shall be such that no injury to property will result from its use. When the methods and equipment to be used by the Contractor in performing the Work are not prescribed in the Contract, the Contractor is free to use any methods or equipment that can be demonstrated to the Village Manager as satisfactory to accomplish the Contract Work in conformity with the requirements of the Contract. When the Contract specifies that the Work be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Village Manager. If the Contractor desires to use a method or type of equipment other than specified in the Contract, it may request authority from the Village Manager to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing Work in conformity with the Contract requirements. If, after trial use of the substituted methods or equipment, the Village Manager determines that the Work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining Work with the specified methods and equipment. The Contractor shall correct the deficient Work and replace it with Work of specified quality or take such other corrective action as the Village Manager may direct. No change will be made in basis of payment for the Work involved or in contract time as a result of authorizing a change in methods or equipment under these provisions.

**7.5 Suspension of Work.** The Village Manager shall have authority to suspend the Work in whole or in part, when conditions at the site of the Work make for circumstances beyond the Contractor's control, which are unfavorable for the satisfactory performance of the Work, and when the Contractor does not comply with the Contract or orders of the Village Manager. Orders to suspend or resume Work shall be complied with immediately. The Contractor shall not suspend Work without written authority from the Village Manager. The Contractor recognizes it is imperative that the Work proceed uninterrupted and shall endeavor to prevent and shall promptly cure any Work stoppage caused by any labor or jurisdictional disputes arising out of the assignment of Work to be performed by the Contractor or its subcontractors or sub-subcontractors of any tier.

**7.6 Default on Contract.** If the Contractor fails to begin the Work under Contract within the time specified, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the completion of said Work within the specified time, or shall perform the Work unsuitably, as determined by the Village Manager, or shall neglect or refuse to remove materials or perform anew such Work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy, or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in a manner approved by the Village Manager or otherwise fails to conform to the terms of the Contract, the Village Manager shall give notice in writing to the Contractor of such delinquency, said notice to specify the corrective measures required. If the Contractor, within a period of ten (10) days after said notice, shall not proceed according to the corrective measures required, the Village shall, upon written certificate from the Village Manager of the fact of such delinquency and the Contractor's failure to comply with said notice, have full power and authority to forfeit the rights of the Contractor and at its option, it may take over the Work, and may complete the Work with its own forces, or use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner. The Contractor shall bear any extra expenses incurred by the Village in completing the Work, including all increased cost for completing the Work, and all damages sustained, or which may be sustained, by the Village by reason of such breach, refusal, neglect, failure, or discontinuance of Work by the Contractor. After all the Work contemplated by the Contract has been completed, the Village Manager will calculate the total expenses and damages for the completed Work. If the total expenses and damages are less than any unpaid balance due the

Contractor, the excess will be paid by the Village to the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor shall be liable to the Village and shall pay the difference to the Village on demand. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Public Convenience in Section 7.8.

**7.7 Termination of the Contractor's Responsibility.** Whenever the Work called for by the Contract has been completely performed on the part of the Contractor and all of the Work has been approved by the Village Manager and accepted by the Village according to the Contract, and the final payment paid, the Contractor's obligations shall then be considered fulfilled, except those obligations which by their nature extend beyond the completion of Work including, but not limited to, Sections 6.14, 6.15, 6.24 and 6.25.

**7.8 Termination for Public Convenience.** The Village may, by written order, terminate the Contract or any portion thereof after determining that proceeding with or completing the Work as originally contracted for would not be in the public interest and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor. When the Contract, or any portion thereof, is definitely terminated or cancelled, and the Contractor released before all items of Work included in its Contract have been completed, payment will be made for the actual amount of Work completed. Termination of a Contract will not relieve the Contractor of the responsibility of correcting defective Work as required by the Contract.

## **ARTICLE 8. PAYMENT**

**8.1 Taxes.** The Village is a unit of local government and is exempt from the payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois. No amount will be paid to the Contractor for the payment of these taxes.

**8.2 Scope of Payment.** Payment to the Contractor will be made for the actual Work performed and accepted or material furnished and accepted according to the Contract. The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools and equipment; for performing all Work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the Work and from the action of the elements; for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work until its final acceptance by the Village; for all risks of every description connected with the prosecution of the Work; for all expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the Work as herein specified; for any infringement of patents, trademarks or copyrights; and for completing the Work in an acceptable manner according to the Contract. Any payment made prior to final acceptance of the Work by the Village shall in no way constitute an acknowledgment of the acceptance of the Work, nor in any way prejudice or affect the obligation of the Contractor, at its own expense, to repair, correct, renew, or replace any defects or imperfections in the Work or the quality of the materials used in or about the Work under the Contract, nor any damage due or attributable to such defective Work, which defective Work, imperfections or damage shall have been discovered on or before the final inspection and acceptance of the Work. The Village Manager shall be the sole judge of such defective Work, imperfections or damage, and the Contractor shall be liable to the Village for failure to correct the same as provided herein.

### **8.3 Payments to the Contractor.**

**8.3.1** The Contractor shall submit to the Village Manager monthly an invoice, in writing, itemizing the work performed, the location and date the work was completed, sufficiently in advance of the due date to allow approval and payment in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) of the amount of Work performed and the value thereof based upon the Contract price according to the following schedule:



**8.3.2.** The Village shall pay the Contractor for the performance of the work on a unit cost basis for the number of mowings performed, according to the following schedule:

**Parks & Medians**

<b>Item No.</b>	<b>Description</b>	<b>Quantity (Annual Mowings)</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1.	Kiwanis Park	23	\$180.00	\$4,140.00
2.	J. C. Ehlert Park	23	\$700.00	\$16,100.00
3.	Vernon West/East	23	\$90.00	\$2,070.00
4.	Congress Park Medians	23	\$90.00	\$2,070.00
5.	Lincoln Medians	23	\$90.00	\$2,070.00
6.	Monroe Medians	23	\$150.00	\$3,450.00
7.	Candy Cane	23	\$45.00	\$1,035.00
8.	Harrison Tot Lot	23	\$30.00	\$690.00
9.	Madlin Park	23	\$40.00	\$920.00
10.	Creekside Tot Lot	23	\$35.00	\$805.00
11.	Maple North Tot Lot	23	\$35.00	\$805.00
12.	Maple South Tot Lot	23	\$35.00	\$805.00
13.	Madison Tot Lot	23	\$35.00	\$805.00
14.	Veterans Triangle	23	\$40.00	\$920.00
15.	Department of Public Works (includes behind salt shed)	23	\$35.00	\$805.00
16.	Veterans Memorial Circle and kidney areas	23	\$40.00	\$920.00
17.	Easement behind 3400 block Prairie Washington to Monroe	23	\$50.00	\$1,150.00
18.	4600 Sunnyside easement	23	\$100.00	\$2,300.00
19.	31 <sup>st</sup> and Grand Blvd (South East Corner)	23	\$25.00	\$575.00
20.	3800 Arden (South Kiwanis Parkway Area)	23	\$40.00	\$920.00
21.	31 <sup>st</sup> Bridge on Forest (North East Parkway Area)	23	\$200.00	\$4,600.00
22.	Woodside and First Avenue (Alley Area Parkway)	23	\$40.00	\$920.00
23.	Eleven (11) islands in Hollywood neighborhoods	23	<u>\$110.00</u>	<u>\$2,530.00</u>

Total Unit Cost for All Parks & Medians

\$2,235.00

x 23 annual mowings

**Annual Contract Sum for Parks & Medians**

**\$51,405.00**

### **Railroad Right-of-Way**

<b>Item No.</b>	<b>Description</b>	<b>Quantity (Annual Mowings)</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1.	Burlington Northern right-of-way (from Du Bois Avenue to west of the Hollywood train stop 'North and South of the railroad tracks). <b>Contractor shall provide proof of completion of Burlington Northern contractor orientation course.</b>	23	\$400.00	\$9,200.00
Total Unit Cost for All Railroad Right-of-Way			\$400.00 x 23 annual mowings	
<b>Annual Contract Sum for Railroad Right-of-Way</b>				<b>\$9,200.00</b>
<b>TOTAL ANNUAL CONTRACT SUM</b>				<b>\$60,605.00</b>

**8.4 Payment approval.** Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

### **ARTICLE 9. GENERAL PROVISIONS**

**9.1 Governing Law.** All applicable federal and state laws and the rules and regulations of all authorities having jurisdiction over the Work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written therein in full. This Contract shall be governed by the laws of the state of Illinois.

**9.2 Severability of Clauses.** The illegality or invalidity of any term or clause of this Contract shall not affect the validity of the remainder of this Contract, and the Contract shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

**9.3 Waiver of Breach.** The waiver by either party of any breach of this Contract shall not constitute a waiver as to any other breach.

**9.4 Written Notice.** Written notices between Village and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, via overnight delivery (UPS or FedEx), or via fax with confirmed receipt, or via e-mail, with a confirming fax or overnight delivery, addressed to the above parties as follows:

A. If to Village:

Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, Illinois 60153-1688  
Attn: Mr. Keith R. Sbiral, Village Manager

B. If to Contractor:

Hispano Lawn Maintenance & Landscaping Co., doing business as HL Landscape  
412 South Raynor Avenue  
Joliet, Illinois 60436  
Attn: Miguel Gonzalez, President

Either party may change its mailing address or other contact information by giving written notice to the other party as provided above. Whenever this Contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

**9.5 Obligations Survive.** The obligations or duties imposed upon the Contractor under the Contract shall survive any closeout of the Work or termination of the Contract.

**9.6 Successors and Assigns.** The Village and the Contractor each binds itself, its successors and assigns and legal representative to other party hereto and the successors, assigns and legal representative of such other party in respect to all covenants, agreements and obligations contained herein.

**9.7 Independent Contractor.** The Contractor is an independent contractor and in providing its services under this Contract shall not represent to any third party that its authority is greater than that granted to it under the terms of the Contract.

**9.8 Permits and Fees.** The Contractor is not responsible for any permits or fees which might be assessed upon the Village by federal, state or local government. When the Village authorizes or directs in writing the acquisition of such permits or payment of such fees, the Village will reimburse the Contractor the amount paid for all such permits and fees.

**9.9 Right to Audit.** The Village shall have the right to have access to and audit all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract throughout the term and for a period of three (3) years after payment. In addition, the Village or its authorized representative shall have access to the Contractor's facilities and shall be provided adequate and appropriate Work space, in order to conduct audits in compliance with this article.

**9.10 Confidentiality.** The Contractor shall keep all information concerning the Work confidential, except for communications incident to completion of the Work between the Village, the Contractor and the public, and their independent subcontractors, suppliers, and sub-consultants, and except for publicity approved by the Village and communications in connection with filings with governmental bodies having jurisdiction over the Work.

**9.11 Cooperation with Village's Consultants.** The Contractor shall cooperate with any consultant retained by the Village, but the Contractor shall not be contractually responsible for such consultants.

**9.12 Entire Contract.** This Contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and Contractor.

**9.13 Contractor Record Retention.** The Contractor and all subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the Village under the contract and subcontract. The books and records shall be maintained by the Contractor and all subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Contractor and subcontractors shall be available for review and audit by the Village. The Contractor and all subcontractors shall comply (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor to

maintain the books, records and supporting documents required by this section or the failure by the Contractor to provide full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Village for the recovery of any funds paid by the Village under this Contract or for the recovery for any penalties or attorneys' fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Contract. The Contractor and subcontractor shall include the requirements of this Article in all subcontracts.

This Contract is executed that day and year first written above.

**VILLAGE:**

Village of Brookfield, Illinois

By: \_\_\_\_\_

Kit P. Ketchmark, Village President

Attest:

By: \_\_\_\_\_

Catherine Colgrass-Edwards, Village Clerk

**CONTRACTOR:**

Hispano Lawn Maintenance & Landscaping Co., doing  
business as HL Landscape

By: \_\_\_\_\_

Miguel Gonzalez, President

Attest:

By: \_\_\_\_\_

Maria A. Gonzalez, Secretary

## EXHIBIT A

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CG 20 10 03 97

**ADDITIONAL INSURED B OWNERS, LESSEES OR  
CONTRACTORS B SCHEDULE PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

---

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Who Is An Insured (Section II)** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

*Copyright, Insurance Services Office, Ins. 1996*

## EXHIBIT B

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CG 20 26 11 85

### ADDITIONAL INSURED <sub>B</sub> DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

**Name of Person or Organization:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Who Is An Insured (Section II)** is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

*Copyright, Insurance Services Office, Ins. 1984*

**EXHIBIT C**

**POLICY NUMBER:**

**COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED B OWNERS, LESSEES OR  
CONTRACTORS B COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name of Additional Insured Person(s) or Organization(s):</b>	<b>Location and Description of Completed Operations</b>
Information required to complete this Section, if not shown above, will be shown in the Declarations.	

**Section II B Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products/completed operations hazard."

CG 20 37 07 04

8 ISO Properties, Inc., 2004

# EXHIBIT D (EXAMPLE)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) Completed	
PRODUCER  Fully Completed				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
				INSURERS AFFORDING COVERAGE		NAIC #	
INSURED  COVERAGES Fully Completed				INSURER A: Name of Insurance Company		Completed	
				INSURER B: Name of Insurance Company		Completed	
				INSURER C: Name of Insurance Company		Completed	
				INSURER D: Name of Insurance Company		Completed	
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD-L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE 'MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b> CG001 G COMMERCIAL GENERAL LIABILITY G CLAIMS MADE G OWNERS & CONT PROT (If REQUIRED) G _____ GEN=L AGGREGATE LIMIT APPLIER PER: G POLICY GPROJECT G LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. Occur.) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 1,000,000	
A		<b>AUTOMOBILE LIABILITY</b> CA001 G ANY AUTO CA001 G ALL OWNED AUTOS G SCHEDULED AUTOS G HIRED AUTOS G NON-OWNED AUTOS G _____	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident) \$ 1,000,000 BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE (PER ACCIDENT) \$	
		<b>GARAGE LIABILITY</b> G ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
B		<b>EXCESS UMBRELLA LIABILITY</b> G OCCUR G DEDUCTIBLE G RETENTION \$	Policy Number	Policy Start Date		EACH OCCURRENCE \$ AGGREGATE \$	
C		<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000	
		<b>OTHER</b> Professional Liability (If requested)	Policy Number	Policy Start Date	Policy End Date		
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</b> List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.							
CERTIFICATE HOLDER				CANCELLATION			
Additional Insured: Village of Brookfield, its officials, employees, agents and volunteers.				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, SIGNATURE OF AUTHORIZED AGENT			



## EXHIBIT E

### ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:

Name of Insured:

Policy Number:

Policy Period:

Endorsement Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability  
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work."

For purposes of this endorsement, "arising out of your work" shall mean:

- A. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
- B. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
- C. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
- D. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

## **SPECIAL PROVISIONS**

### **SECTION 1.01 GENERAL**

The following Special Provisions supplement the terms of the Contract. The intent of the Contract is that the Special Provisions are complementary to the Contract and what is required by either document shall be as binding as if required by all of the documents. Performance by the Contractor shall be required to the extent consistent with the Contract documents and reasonable inferable therefrom as being necessary to product the intended results. In the case of conflict with any part or parts of said Contract, these Special Provisions shall take precedence and shall govern.

### **SECTION 1.02 DESCRIPTION OF WORK**

The Contractor shall furnish all labor, tools, materials equipment and supervision necessary for the performance of all operations incidental to the initial cleanup and mowing, mowing and trimming to keep the designated improved areas and roadsides of the Village in a neat and orderly appearance. The locations, frequency and performance of the work will be in accordance with the detailed specifications as set forth in the Contract.

### **SECTION 1.03 GENERAL INSTRUCTIONS**

- a. All debris which will interfere with cutting operations (such as wire, bottles, rock, tin cans, sticks, paper and litter) shall be cleared from the area prior to beginning operations for the initial mowing and all subsequent mowings. Accumulated trash and debris will be removed, hauled away from the property, and properly disposed of in a licensed landfill.
- b. The cutting edges of all mowing equipment used in performance of work shall be kept in sharp condition. Bruising or rough cutting of grass will not be accepted.
- c. Mowers shall be of a type which causes clippings to be mulched and distributed evenly over the cut area. Any accumulation of grass clippings and other cut vegetation shall be hauled off the property.
- d. Policing: After trimming and mowing, grass clippings and other litter or debris shall be swept of sidewalks and other paved areas.
- e. The Contractor shall notify the Department of Public Works and Services upon the start of each mowing and will also notify the Department of Public Works and Services after completion of each mowing. The Contractor must remain on the job until completion of each mowing or until the end of the day's working hours.
- f. Care must be taken when mowing and trimming around trees so the bark is not damaged.

### **SECTION 1.04: GRASS CUTTING AND TRIMMING, IMPROVED GROUNDS AREA**

- a. Performance: Grassed areas shall be mowed to a height of not less than two inches above the surface of the soil and not more than three inches above the soils surface. Grass adjacent to buildings, utilities, trees or fences, uncut by larger mowers, shall be cut by smaller mowers.

This does not constitute trimming.

- b. Trimming: Each time the grass of an area is mowed, all grass shall be trimmed even with the edges of all curbs, sidewalks and driveways. Grass, brush, weeds and other vegetation growing beside walls, guy wires, poles, shrubs, trees, foundations, garbage can pads, fire hydrants or any object within the designated areas shall be cut to a height consistent with the adjoining turf areas.

## **SECTION 1.05: PERIODIC INSPECTION**

The Contractor shall provide the Director of Public Works and Services with a schedule listing the weekday the Work at each site will be completed. If the Work cannot be completed on the scheduled day due to inclement weather, the Director of Public Works and Services will be notified; and the Work will be completed within the next 24 hours. The Director of Public Works and Services or his representative will periodically inspect the Work.

## **SECTION 1.06 TIME OF COMPLETION**

All construction activities or alteration operations within the village shall be performed only between the hours of 7:00 AM and 7:00 PM. Variations from these limitations shall be allowed in the case of maintenance or operations of safety and traffic control devices such as barricade, signs and lighting or the construction of an emergency nature. The Contractor shall commence work not earlier than the third Monday of April nor later than the third Friday of November unless otherwise directed by the Director of Public Works and Services.

## **SECTION 1.07 HOURLY LABOR**

During the contract period, the Contractor may be required to provide manual labor to clean sidewalks, move material or to provide assistance as needed for special occasions. The rate provided by the Contractor for hourly work shall remain as bid regardless of when the work is performed. No additional consideration other than the bid rate will be provided for hourly work performed before or after normal hours, on Saturday, Sunday or during any holiday.

The Contractor will be provided with service requests forms for all hourly work. The service request forms must be completed and submitted for payment of the services rendered.

## **SECTION 1.08 SAFETY**

The Contractor shall be responsible for maintaining traffic control as needed. Public safety is of prime importance. Guards shall be in use and present on all mowing equipment to prevent debris from being projected from blades. Mowing equipment shall never be left unattended.

The Contractor shall keep a daily record with respect to all injuries or incidents of damage occurring in, or near to the site of the work or as a result of the Contractor's activities. Such information shall be supplied to the Village within twenty-four (24) hours after the day of occurrence.

The Contractor shall provide on the premises articles, materials and equipment necessary for giving first aid. It shall also provide standing arrangements for the immediate removal and hospital treatment of any employee who may be injured or who may become ill on the job.

## **SECTION 1.09 CREW SIZE**

The Contractor shall provide a minimum of two (2) persons per crew for all routine Work, one (1) of which shall be conversant in English. For some hourly activities, as specified by the Director of Public Works and Services may consent to a single English-speaking person performing certain activities.

The Contractor shall provide a minimum of ½-ton pickup truck per crew.

## **SECTION 1.10 RESPONSE TIME**

The Contractor shall provide a crew for hourly work within 24 hours after being requested by the Director of Public Works and Services or his representative. If requested, the crew shall work on Saturdays, Sundays or holidays.

#### **SECTION 1.11 REMOVAL OF DEBRIS**

All debris generated by mowing or grounds maintenance operations shall be removed from the site and from the Village within two hours after debris has been collected, unless authorized by the Director of Public Works and Services or his representative. No debris is to remain in the street, parkway or on the sidewalk overnight. Payment for removal and disposal of debris is to be included in the unit price.

#### **SECTION 1.12 DAMAGE OF PROPERTY**

Any damage to Village or private property as a result of the Contractor's operation shall be immediately repaired by the Contractor. Should the repair of the damaged area not be instituted promptly or satisfactorily, in the opinion of the Director of Public Works and Services, the Village reserves the right to make the necessary repairs and deduct the costs of repair from any monies due the Contractor.

#### **SECTION 1.13 REPORTING**

A daily log shall be kept by the Contractor with one copy for the Village. The Village may require additional reports as deemed necessary by the Village. The mowing records will be submitted to the Director of Public Works and Services upon completion of the Work in the format approved by the Director of Public Works and Services.

#### **SECTION 1.14 PUBLIC RELATIONS**

The Contractor shall maintain at all times good public relations with all members of the public.

#### **SECTION 1.15 EQUIPMENT**

Under no circumstances shall any motorized vehicles be permitted to be driven on the parkways, driveways, or public walks while performing work under the provisions of this Contract.

#### **SECTION 1.16 PARKING**

No off-street parking for equipment shall be provided for by the Village on any of the Village's public properties, except as may be designated by the Director of Public Works and Services.

\* \* \* **END** \* \* \*



# Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688  
(708) 485-7344 • FAX (708) 485-4971  
[www.brookfieldil.gov](http://www.brookfieldil.gov)

VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513

**BROOKFIELD VILLAGE BOARD  
COMMITTEE OF THE WHOLE MEETING  
Monday, March 23, 2015**

**7:00 p.m. or Immediately following Village Board Meeting  
Edward Barcal Hall  
8820 Brookfield Avenue  
Brookfield, IL 60513**

**AGENDA**

- A. **Discussion** – Master Plan and OSLAD Application for Candy Cane Park and Park Design Guideline Standards
- B. **Addresses from the Audience** – Any member of the audience who wishes to address the President and Village Board may do so at this time
- C. **Adjournment**

VILLAGE PRESIDENT  
Kit P. Ketchmark

VILLAGE CLERK  
Catherine A. Colgrass-Edwards

BOARD OF TRUSTEES  
Ryan P. Evans  
Michael J. Garvey  
Nicole M. Gilhooley  
C.P. Hall, II  
Brian S. Oberhauser  
Michelle D. Ryan

VILLAGE MANAGER  
Keith R. Sbiral

MEMBER OF  
Illinois Municipal League  
Proviso Township  
Municipal League  
West Central  
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO  
ZOOLOGICAL SOCIETY

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.



## COMMITTEE ITEM MEMO

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**ITEM:** Master Plan and OSLAD application for Candy Cane Park and Park Design Guideline Standards

**COMMITTEE DATE:** March 23<sup>rd</sup>, 2015

**To** Village President, Board of Trustees,  
and Keith Sbiral, AICP, Village Manager

**PREPARED BY:** Hitchcock Design Group and Heather Milway, Village Planner

**PURPOSE:** To proceed with development of a master plan and OSLAD application for Candy Cane Park and park design guideline standards as outlined in The Village of Brookfield Open Space Plan's 2015 implementation action items.

**BUDGET AMOUNT:** TBD

### BACKGROUND:

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The Village completed the process of developing and adopting and The Village of Brookfield Open Space Plan (OSP) at the end of 2014. The OSP outlines the Village's open spaces' and parks' strengths, weaknesses, and deficiencies. The plan also includes a 5-year implementation action items to correct identified deficiencies. One such park with deficiencies is Candy Cane Park. Staff is working with Hitchcock Design Group (HDG) to create a master plan for Candy Cane Park in order to apply for OSLAD grant funding. These are two of the 2015 action items outlined in the Open Space Plan adopted by the village. Staff and HDG are also developing design standards for all parks to ensure continuity of equipment, signage, etc. across all parks and open spaces. The design standards is also a 2015 action item of the OSP.

HITCHCOCK WILL ANSWER ANY QUESTIONS AT THE COMMITTEE MEETING.

### ATTACHMENTS:

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1. Candy Cane Master Plan and OSLAD Application Proposal from HDG.
2. Park Design Guidelines Proposal from HDG.

### STAFF RECOMMENDATION:

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Staff recommends the Board discuss the proposal for the master plan and OSLAD application.

### REQUESTED COURSE OF ACTION:

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Request Hitchcock Design Group to begin the Master Plan and OSLAD Application for Candy Cane Park and develop park design standards.



March 2, 2015

Keith Sbiral  
Village Manager  
Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, Illinois 60513

**RE: Candy Cane Park Master Plan and OSLAD Application**

Dear Keith,

Thank you for asking Hitchcock Design Group to submit this proposal for your Candy Cane Park Master Plan project. We appreciate the opportunity to continue our work with you and the Village of Brookfield.

*Project Understanding*

Based on our discussions and the goals identified in your 2014 Park and Open Space Plan we understand the Village would like to proceed with development of a master plan and OSLAD application for Candy Cane Park.

The OSLAD program reimburses 50% of your project costs up to a \$400,000 match. The application deadline is July 1, 2015. Your budget for Candy Cane Park and the grant match request is unknown at this time and will be determined during the development of the Master Plan.

*Scope of Services*

We will first conduct a kick-off meeting to confirm grant application requirements, potential design program, and schedule. We will then develop the design for the park through discussions with staff, the Parks and Recreation Commission, and two (2) community meetings. Following design consensus, we will prepare the Grant Application, which includes the assembly of the required submittals, including items that we will prompt you to provide our team. See our attached Scope of Services for a detailed outline of the proposed work.

221 W. Jefferson Avenue  
Naperville, Illinois 60540  
630.961.1787

[hitchcockdesigngroup.com](http://hitchcockdesigngroup.com)

*Professional Fees*

The fees to complete the work as outlined are as follows:

Program & Analysis, and Schematic Design Phase:	\$8,600 (Fixed Fee)
IDNR OSLAD Application Phase:	<u>\$5,200 (Fixed Fee)</u>
Professional Service Total:	\$13,800 (Fixed Fee)

Reimbursable expenses (printing, mileage and courier) will be invoiced in addition to the professional service fees and is estimated at \$500, limited to one color print of each noted deliverable.



March 2, 2015  
Candy Cane Park Master Plan and OSLAD Grant  
Page 2

*Project Team*

I will manage our work with other members of our Recreation Studio participating as needed in order to advance the work in a timely way.

If you find this proposal acceptable, we will forward our standard contract for your review and signature.

Thank you again for the opportunity to continue working with you and the Village of Brookfield. If you have any questions or wish to discuss this proposal further, please do not hesitate to call.

Sincerely,  
**Hitchcock Design Group**

Steve Konters  
Principal

cc: Bill Inman, Hitchcock Design Group





## Scope of Services

### Candy Cane Park Master Plan and OSLAD Grant Application

#### PRELIMINARY DESIGN SERVICES

The goal for this part of the agreement is to finalize the program and reach consensus on a preliminary design approach for the proposed capital improvements.

##### A. Program and Analysis Phase

*Objective:* The objective is to confirm the project program, characteristics of the existing resources, probable permit requirements, owner/users and stakeholder interests and produce new maps and a program summary that will be the basis for further design.

*Process:* Specifically, the Hitchcock Design Group team will:

1. **[Meeting #1: Staff]** Conduct a **Kick-off and Programming Workshop** with client representatives and visit the site directly after the meeting confirming:
  - a. Project area ownership
  - b. Open Space Plan goals and objectives
  - c. Constituent and jurisdictional interests
  - d. Available data and data gathering needs
  - e. Budget
  - f. Schedule
  - g. OSLAD application manual and forms
2. **Identify Jurisdictional Interests** by discussing the project with the Village Engineer.
3. **Collect Data** for the project area and the immediate surroundings including:
  - a. Local zoning, ordinances and development standards
  - b. Topographic surveys
  - c. Aerial photography
  - d. Boundaries, property ownership and easements
  - e. National wetland inventory map and waters of the United States
  - f. Flood Insurance Rate Map information (ponds and streams)
  - g. Threatened and endangered species and IDNR MCAT report
4. Prepare **Base Maps** at Appropriate Scales using the inventoried data and the boundary and topographic survey.
5. **[Meeting #2: Public]** Assist you in preparing a legal notice for advertising the community meeting then **Conduct the 1st Community Input Meeting** in a facility designated by you, gather input from attendees regarding the elements that the community would like to have in this project and record input.
6. Prepare and deliver to you a written **Project Program** that includes:
  - a. Project design program
  - b. Jurisdictional factors
  - c. Budget information
  - d. Project Schedule

**Deliverables:** Base Maps, Written Project Program



## B. Schematic Design Phase

**Objective:** The objective is to reach consensus on the type, location, organization, scale, character and potential cost of specific capital improvements.

**Process:** Following your approval of the Research and Analysis Phase, the Hitchcock Design Group team will:

1. Prepare a **Schematic Design** illustrating site geometry and the scale, type and organization of the project elements including:
  - a. Pedestrian circulation features
  - b. Site improvements as identified in the Community Input Meeting
  - c. Landscape improvements
2. Prepare the **Schematic Design Documents** including:
  - a. Plan view drawings at an appropriate scale
  - b. Representative photographs from other projects
3. Prepare a preliminary **Construction Cost Opinion** using recognized systems and unit costs in the Construction Specification Institute format.
4. **Coordinate with Manufacturers** for play equipment and/or park shelters to and request the preparation of preliminary equipment and shelter documents required for the OSLAD application.
5. **[Meeting #3: Staff]** Review the Schematic Design Documents with you and prepare written summary of the discussion and your direction.
6. **[Meeting #4: Board/Public]** In the same evening, conduct two separate meetings to present to Schematic Design documents to elected officials at a **Village Board Meeting** for input and approval and conduct the **2<sup>nd</sup> Community Input Meeting** to gather input from attendees that are invited by you.
7. **Summarize the Meetings** by creating the Design Input Meeting Report, which includes raw data, attendee list and conclusions.

**Deliverables:** Schematic Design Documents, Cost Opinion, Meeting Summaries

## C. Grant Preparation Phase: Illinois Department of Natural Resources Open Space Land Acquisition and Development Grant (IDNR OSLAD)

**Objective:** Meet the requirements of the IDNR OSLAD grant submittal and support a successful review of the document by the grant administrator.

**Process:** Following your approval of the Schematic Design Phase, the Hitchcock Design Group team will:

1. **Obtain and Prepare the Required Documents** for an IDNR OSLAD grant submittal package including: application forms, plan graphics, cost opinions, narratives, photographs, and results from the community meetings.
2. **Conduct a Phone Conference** with your IDNR Grant Administrator to review the project.
3. **[Meeting #5: Staff]** Meet with you to review the draft application and obtain signatures.
4. **Deliver the OSLAD Grant Application** by the required submittal deadline of July 1st.
5. **Answer Incidental Questions** posed by the IDNR Grant Administrator. Respond to deficiency review letter if needed.



6. **[Meeting #6: Staff / IDNR]** Meet with IDNR on site to review and discuss the project.
7. **Prepare Two (2)-Sided Presentation Board** for your use in Springfield IDNR presentation including an existing conditions plan and plan view rendering of the Schematic Design.

**Deliverables:** Grant Application, Presentation Board

#### **Additional Services**

We may provide additional services, at your approval that are not included in the Basic Services, such as:

1. Revisions to previously-completed and approved phases of the Basic Services
2. The services of additional consultants not specified in the proposal documents
3. Meetings with you or presentations to other parties not specified in the Basic Services
4. Detailed quantity estimates and construction cost opinions using data or formats other than our own
5. Detailed written summaries of our work or our recommendations
6. Services rendered after the time limitations set forth in this contract
7. Services required due to the discovery of concealed conditions, actions of others, or other circumstances beyond our control
8. Services required to restart the project if you suspend our work at your convenience for more than 90 days during the performance of our services

#### **Authorization**

Services or meetings not specified in this scope of services will be considered additional services. If circumstances arise during our performance of the outlined services that we believe require additional services, we will promptly notify you about the nature, extent and probable additional cost of the additional services, and perform only such additional services following your written authorization.





March 16, 2015

Keith Sbiral  
Village Manager  
Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, Illinois 60513

**RE: Park Design Guidelines**

Dear Keith,

Thank you for asking Hitchcock Design Group to submit this proposal for your Park Design Guideline project. We appreciate the opportunity to assist the Village of Brookfield with developing your park standards.

*Project Understanding*

Based on our discussions and the goals identified in your 2014 Park and Open Space Plan we understand the Village would like to proceed with development of Park Design Standards. The goal of the project is to set standards for further park development based on recent park improvements so that your park system will have a consistent brand, replacement, and maintenance needs. The standards will focus on preferred products and materials for park amenities, furnishings, sport courts, sport fields, and playgrounds.

*Scope of Services*

We will first conduct a kick-off meeting to confirm project goals, existing standards, standards to develop, and schedule. A preliminary set of guidelines will be prepared and review with staff. Following staff approval we will present the draft guidelines to your Park and Recreation Committee and Village Board. See our attached Scope of Services for a detailed outline of the proposed work.

221 W. Jefferson Avenue  
Naperville, Illinois 60540  
630.961.1787

[hitchcockdesigngroup.com](http://hitchcockdesigngroup.com)

*Professional Fees*

The fees to complete the work as outlined are as follows:

Program & Analysis, and Guideline Development Phase:	<u>\$7,800 (Fixed Fee)</u>
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Professional Service Total:	\$7,800 (Fixed Fee)
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Reimbursable expenses (printing, mileage and courier) will be invoiced in addition to the professional service fees and is estimated at \$500.

*Project Team*

I will manage our work with other members of our Recreation Studio participating as needed in order to advance the work in a timely way.



March 16, 2015  
Park Design Guidelines  
Page 2

If you find this proposal acceptable, we will forward our standard contract for your review and signature.

Thank you again for the opportunity to continue working with you and the Village of Brookfield. If you have any questions or wish to discuss this proposal further, please do not hesitate to call.

Sincerely,  
**Hitchcock Design Group**

Steve Konters  
Principal

cc: Bill Inman, Hitchcock Design Group



## Scope of Services

### Park Design Guidelines

#### PRELIMINARY DESIGN SERVICES

##### A. Program and Analysis Phase

*Objective:* The objective is to solicit the owner/users and stakeholder interests and preferences for park amenities and functions and produce a summary that will be the basis for design guideline development.

*Process:* Specifically, the Hitchcock Design Group team will:

1. Conduct a **Kick-off and Programming Workshop** with client representatives confirming:
  - a. Park design and booklet format objectives
  - b. Existing design standards
  - c. Standards to be developed
  - d. Stakeholder interests
  - e. Tentative schedule
2. **Collect Data** readily available, pertinent existing product and material data from existing parks.
3. Prepare and deliver to you a written **Project Program** that includes:
  - a. Program workshop summary
  - b. Project Schedule

**Deliverables:** Written Project Program

##### B. Guideline Development Phase

*Objective:* The objective is to reach consensus on the type, character, and material of specific capital improvements as it relates to the below Park Design Standards list.

*Process:* Following your approval of the Program and Analysis Phase, the Hitchcock Design Group team will:

1. Prepare **Preliminary Guidelines** for preferred products and materials that include:
  - a. Park furnishings
  - b. Sport fields
  - c. Sport courts
  - d. Lawn games
  - e. Park signage
  - f. Playgrounds
2. **Coordinate with Manufacturers** for product information as selected by you for specific products and materials.
3. Conduct a **Staff Review Meeting** with you to review the preliminary guidelines and prepare written summary of the discussion and your direction.
4. Conduct a **Park and Recreation Committee Review Meeting** to solicit their input on the preliminary guidelines and prepare a summary of the discussion and direction.
5. Prepare a **Draft Booklet** in 8-1/2 x 11 PDF format including:



- a. Cover page
  - b. Table of contents
  - c. Product and material guidelines
6. Conduct a **Staff Review Meeting** with you to review the draft booklet.
  7. Prepare a **Final Booklet** in accordance with your direction and provide a digital PDF copy to you for adoption.
  8. Present the booklet at a **Village Board Meeting** for adoption.

**Deliverables:** Draft guidelines, Booklet, Meeting Summaries

**Authorization**

Services or meetings not specified in this scope of services will be considered additional services. If circumstances arise during our performance of the outlined services that we believe require additional services, we will promptly notify you about the nature, extent and probable additional cost of the additional services, and perform only such additional services following your written authorization.